



- A. Call to Order
- B. Pledge of Allegiance
- C. Approve Order of Agenda
- D. Approval of Minutes - October 18, 2021 (Pages 3-4)
- E. Building Permits (Pages 5-7)

Consent Agenda - Approve the Following:

- a. Bills (Pages 8-19)
- b. Games of Chance for Pink It Forward. Games to be conducted: Bingo on 11-2-2021 and 12-7-2021 at DoubleTree by Hilton West Fargo at 825 E Beaton Dr (Pages 20-21)
- c. Games of Chance for Aurora Elementary. Games to be conducted: Bingo on 11-16-2021 at Aurora Elementary at 3420 9th St W (Page 22)
- d. Games of Chance for Tech Team Wrestling. Games to be conducted: Raffle on 12-21- 2021 at Tech Team Training Center at 528 7th Ave NE (Page 23)
- e. Gaming Site Authorization for Prairie Public Broadcasting. Games to be conducted: Raffles, Pull Tab Jar, Prize Board, Twenty-One, and Poker from 11-24-2021 to 11-29-2021 at DoubleTree at 825 E Beaton Dr (Pages 24-25)
- f. Master Service Agreement with Houston Engineering (Pages 26-142)
- g. Pledging of Securities Collateral 3rd Quarter (Pages 143-153)

Regular Agenda

- 1. Public Hearing and 1st Reading - Zoning Ordinance Amendment to 4-434 DMU: Downtown Mixed Use District - Lisa Sankey, City Planner (Pages 154-159)
- 2. Public Hearing and First Reading - Zoning Ordinance Amendment to Sections 4- 451.6 Automobile Parking Space Required - Lisa Sankey, City Planner (Pages 160-170)
- 3. Second Reading and Final Approval - Proposed Willow Creek 2nd Subdivision, Plat and Rezone from A: Agricultural to R-1E: Rural Estate District in Auditor's Lot 5 in the SE1/4 of Section 10 T139N, R50W, Cass County, North Dakota - Malachi Peterson, City Planner (Pages 171-180)
- 4. Right of Way Encroachment Request - Fargo Packing and Sausage Co - Roger Mammenga (Page 181)
- 5. Second Reading of Ordinance No. 1197 relating to Theft of Property, Shoplifting, and Window Tint - John Shockley, City Attorney (Pages 182-184)
- 6. Resolution Setting Fine Amounts for Parking Violations - John Shockley, City Attorney (Page 185)
- 7. Commission Financial Guiding Principals - Tina Fisk, City Administrator (Page 186)

8. Cost of Living Adjustment Discussion - Bernie Dardis, Commission President and Tina Fisk, City Administrator
9. City Administrator's Report
10. Correspondence
11. Non-Agenda Items
12. Adjourn



**West Fargo City Commission Meeting
Monday, October 18, 2021
Commission Chambers 5:30 PM**

The West Fargo City Commission met on Monday, October 18, 2021, at 5:30 pm. Those present were Commissioners Bernie Dardis, Eric Gjerdevig, Mark Simmons, and Brad Olson. Commissioner Mandy George was absent. President of the Board Bernie Dardis called the meeting to order at 5:30 PM.

Denis Otterness, Chief of Police appeared before the Commission to have the Honor Guard post Colors. The Pledge of Allegiance was recited. Chief Otterness administered the Oath and swore in the six most recent West Fargo Police Officers. The six Officers were pinned and came forward to introduce themselves. No action was needed.

Commissioner Gjerdevig moved and Commissioner Olson seconded to approve the order of the agenda as distributed with the amendment that Agenda Item #1 was moved to the beginning of the agenda. No opposition. Motion carried.

Commissioner Simmons moved and Commissioner Olson seconded to approve the minutes of October 4, 2021 as presented. No opposition. Motion carried.

Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the Building Permit Reports as distributed. No opposition. Motion carried.

Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the following items from the Consent Agenda:

- a. Bills **(Pages 8-15)**
- b. Games of Chance for STOMP. Games to be conducted: Raffle from 12-1-2021 at Brewtus at 635 32nd Ave E #108 **(Page 16)**
- c. Financial Dashboard as of as of August 31, 2021 **(Pages 17-18)**
- d. CO: Corridor Overlay District Site and Building Plan Review for Office Space at 765 32nd Ave W **(Pages 19-27)**
- e. Snow Removal Services Agreement – Welk's Lawn Care LLC **(Pages 28-33)**

No opposition. Motion carried.

Brad Schmidt, West Fargo resident of 617 7th Ave W, appeared before the Commission to request approval of placement of material other than grass within boulevard pursuant to Section 3-0305 of City Ordinances. Commissioner Gjerdevig moved and Commissioner Dardis seconded to open up discussion in regards to approval of the the request for placement of material other than grass within boulevard pursuant to Section 3-0305 of City Ordinances. Following discussion, the vote failed on a 3:1 vote, Commissioner Gjerdevig voted in favor, Commissioner Dardis, Simmons, and Olson opposed.

Lisa Sankey, City Planner appeared before the Commission to request denial of the Conditional Use Permit for an off-premise sign in the EMU: Entertainment Mixed Use District at 2900 Sheyenne Street. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to deny the Conditional Use Permit for an off-premise sign in the EMU: Entertainment Mixed Use District at 2900 Sheyenne Street. No opposition. Motion carried.

John Shockley, City Attorney appeared before the Commission for approval of the first reading of Ordinance No. 1197 relating to Theft of Property, Shoplifting, and Window Tint. Following discussion, Commissioner Olson moved and Commissioner Gjerdevig seconded to approve the first reading of Ordinance No. 1197 relating to Theft of Property, Shoplifting, and Window Tint. No opposition. Motion carried.

Mike Amundson of West Fargo Events appeared before the Commission to give a presentation on the recap of the events that West Fargo Events had put on and that were managed on the Cities behalf. Mike also appeared before the Commission to request approval of the West Fargo Events budget. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the West Fargo Events budget. No opposition. Motion carried.

Tina Fisk, City Administrator City Administrator Report:

- a. Tina Fisk, City Administrator appeared before the Commission to request public alcohol consumption for The Yards DBA at the Harvest Festival on October 30th from the hours of 2PM - 5 PM. Following discussion, Commissioner Olson moved and Commissioner Gjerdevig seconded to approve public alcohol consumption at The Yards DBA for Harvest Festival on October 30th from the hours of 2 PM – 5 PM. No opposition. Motion carried.
- b. Tina will be at interviews for the League of Cities Director in Bismarck.

There was a packet of correspondence passed out to all of the Commissioners.

Dustin Scott, City Engineer appeared before the Commission to give a few updates on projects occurring around West Fargo.

In regards to non-agenda items, Commissioner Olson wanted to commend the Street Department for going out and cleaning up the Streets for the Main Street Summit. Commissioner Olson and Commissioner Dardis shared their gratitude towards the Main Street Summit turnout. No action was needed.

Commissioner Simmons moved and Commissioner Olson seconded to adjourn the meeting. No opposition. Meeting adjourned at 6:55 PM.

Bernie Dardis, Commission President

Tina Fisk, City Administrator

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
11/01/2021**

	AS OF 10/20/2021			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL				45		\$ 62,484,619.00
RESIDENTIAL DWELLING	19	19	\$ 8,600,000.00	257	257	\$ 85,453,379.00
RESIDENTIAL TWINHOME				4	4	\$ 837,500.00
RESIDENTIAL TOWNHOME				5	38	\$ 7,883,537.00
RESIDENTIAL MULTIPLE				1	54	\$ 6,500,000.00
PUBLIC				1		\$ 3,150,550.00
CHURCH						
ACCESSORY	4		\$ 52,900.00	160		\$ 1,548,390.00
FOUNDATION ONLY				21		\$ 6,591,000.00
<u>BUILDING REMODEL</u>						
COMMERCIAL	3		\$ 130,000.00	57		\$ 9,505,803.00
RESIDENTIAL	4		\$ 40,910.00	161		\$ 4,995,101.00
PUBLIC				4		\$ 4,950,400.00
CHURCH				1		\$ 458,900.00
ACCESSORY				2		\$ 22,000.00
<u>BUILDING OTHER</u>						
DEMOLITION				4		\$ 40,800.00
MOVE				1		\$ 20,000.00
PERMIT CANCELLATION	1	1	\$ 205,000.00	2	1	\$ 286,640.00
TOTALS	30	19	\$ 8,823,810.00	722	352	\$ 194,155,339.00

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
211353	Pro Craftman	1058 Ashley Drive West	Brady Sprague	\$ 2,900.00	Accessory - Deck
211356	Jordahl Custom Homes	5441 Lori Lane West	Westport Investments LLC	\$ 220,000.00	Residential Dwelling
211359	Dabbert Custom Homes	2734 12th Street West	Dabbert Custom Homes	\$ 300,000.00	Residential Dwelling
211361	Jordahl Custom Homes	825 60th Avenue West	Westport Investments LLC	\$ 285,000.00	Residential Dwelling
211362	Jordahl Custom Homes	817 60th Avenue West	Westport Investments LLC	\$ 240,000.00	Residential Dwelling
211363	Jordahl Custom Homes	6050 Martin Lane West	Westport Investments LLC	\$ 170,000.00	Residential Dwelling
211364	Jordahl Custom Homes	6047 8th Street West	Westport Investments LLC	\$ 230,000.00	Residential Dwelling
211365	Bison Landscaping	4773 Lilac Drive West	Nathan & Carolene Severson	\$ 340,000.00	Residential Dwelling
211320	Dabbert Custom Homes	6059 Martin Lane West	Dabbert Custom Homes	\$ 315,000.00	Residential Dwelling
211337	Studio West Homes LLC	2346 Rivers Bend Drive East	Studio West Homes, LLC	\$ 1,115,000.00	Residential Dwelling
211273	Travis Finseth	1020 Sommerset Drive	Travis & Janelle Finseth	\$ 10,000.00	Remodel - Residential - Lower Level frame and sheetrock
211366	Jordahl Custom Homes	6046 Martin Lane West	Westport Investments LLC	\$ 205,000.00	Residential Dwelling
211367	Jordahl Custom Homes	6051 8th Street West	Westport Investments LLC	\$ 180,000.00	Residential Dwelling
211373	Precision Concrete Cutters, Inc.	601 2nd Street East	Lukas & Josie Human	\$ 2,500.00	Remodel - Residential - Egress Window
211374	Enclave Construction	2351 8th Avenue NW	4 Suns, LLLP	\$ 40,000.00	Remodel - Commercial - construct restroom in storage building
211352	Dietrich Construction	2368 Rivers Bend Drive East	Nicholas & Cassandra Horob	\$ 2,100,000.00	Residential Dwelling
211348	Dakota Construction	2610 Rivers Bend Drive East	Merco Investments, LLLP	\$ 200,000.00	Residential Dwelling
211371	Taylor Bosch	2259 10th Court West	Taylor Bosch	\$ 7,000.00	Accessory - Deck
211376	Hookset Remodeling	1122 Prairie Pkwy West	Wales Farmers Elevator	\$ 80,000.00	Remodel - Commercial - remodel existing office Building
211372	Ely Mercil	823 16th Avenue Ct W.	Lisa & Ely Mercil	\$ 15,000.00	Accessory - Deck
211377	Jordahl Custom Homes	1093 Ashley Drive West	Westport Investments LLC	\$ 210,000.00	Residential Dwelling

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
211383	Ryan Shern	325 4th Avenue East	Bethany & Ryan Shern	\$ 2,100.00	Remodel - Residential - patio door, windows
210931	Jordahl Custom Homes	1324 27th Avenue West	Westwood Development LLC	\$ 295,000.00	Residential Dwelling
211386	Heritage Homes	5179 Mira Way West	Active55, LLC	\$ 750,000.00	Residential Dwelling
211389	Safe Basements of MN	2120 4th Ave East	Amanda Delapointe	\$ 26,310.00	Remodel - Residential - Foundation Repair
211375	Signature Homes, Inc.	5030 11th Street West	Westport Investments LLC	\$ 600,000.00	Residential Dwelling
211311	Ryan Dietrich	3306 Sheyenne Street	Eagle Run Plaza LLP	\$ 10,000.00	Remodel - Commercial - remove wall - install drop ceiling
211385	Kallod Construction	405 9th Avenue West	Mary Johnson	\$ 28,000.00	Accessory - Detached Garage
210931	Jordahl Custom Homes	1324 27th Avenue West	Westwood Development LLC	\$ 295,000.00	Residential Dwelling
211393	Plecity-Kowalski Construction	2515 1st Street East	River Bend Development	\$ 550,000.00	Residential Dwelling
210931	Jordahl Custom Homes	1324 27th Avenue West	Westwood Development LLC	\$ (205,000.00)	Cannelled - Residential Dwelling

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CITY OF WEST FARGO, ND
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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
100002 *	S	3299 1ST IMPRESSIONS	58.50	10/19/21			
						CL 99593	58.50
100003	S	999999 AARON BRENHARDT	300.00	10/19/21			
						CL 99711	300.00
100004	S	289 ACME TOOLS	604.99	10/19/21			
						CL 99586	159.00
						CL 99817	445.99
100005	S	3520 ADAM HEJTMANEK	177.33	10/19/21			
						CL 99537	177.33
100006	S	3179 ADVANCED ENGINEERING & ENVIRONMENTAL SER	16328.15	10/19/21			
						CL 99809	16328.15
100007	S	779 AGASSIZ SEED COMPANY	2050.00	10/19/21			
						CL 99836	2050.00
100008	S	2947 ALLSTATE PETERBILT OF FARGO	193.02	10/19/21			
						CL 99622	193.02
100009	S	3490 AMAZON CAPITAL SERVICES	2856.77	10/19/21			
						CL 99545	134.89
						CL 99579	118.16
						CL 99608	250.18
						CL 99678	1148.06
						CL 99740	77.42
						CL 99771	1128.06
100010	S	4090 AMERICAN SOLUTIONS FOR BUSINESS	1454.00	10/19/21			
						CL 99561	1454.00
100011	S	317 AMERICAN WELDING & GAS, INC.	322.02	10/19/21			
						CL 99712	322.02
100012	S	4145 ANDERSONS SHOE AND TARP REPAIR	30.00	10/19/21			
						CL 99804	30.00
100013	S	999999 ANDREW PAYNE	300.00	10/19/21			
						CL 99713	300.00
100014	S	3511 ASPEN MILLS	203.96	10/19/21			
						CL 99772	203.96
100015	S	999999 AUTUMN DODD	300.00	10/19/21			
						CL 99714	300.00
100016	S	1695 BAKER & TAYLOR	1289.41	10/19/21			
						CL 99546	928.61
						CL 99732	360.80
100017	S	43 BATTERIESPLUS c/o Bat 34 Inc	725.99	10/19/21			
						CL 99760	725.99
100018	S	3149 BEE SEEN GEAR	240.00	10/19/21			
						CL 99774	50.00
						CL 99818	190.00
100019	S	3489 BOLTON & MENK, INC	29020.20	10/19/21			
						CL 99551	10552.50
						CL 99664	18467.70
100020	S	26 BORDER STATES INDUSTRIES INC	685.10	10/19/21			
						CL 99544	329.41
						CL 99596	177.03
						CL 99647	178.66

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
100021	S	3512 BOUND TREE MEDICAL, LLC	199.80	10/19/21			
						CL 99775	199.80
100022	S	4125 BREWTUS CLUBHOUSE	130.00	10/19/21			
						CL 99560	130.00
100023	S	999999 BRITTANY STODDART	190.00	10/19/21			
						CL 99706	190.00
100024	S	351 BUSINESS ESSENTIALS	870.39	10/19/21			
						CL 99543	89.74
						CL 99568	170.94
						CL 99592	226.00
						CL 99673	97.45
						CL 99679	20.14
						CL 99693	190.77
						CL 99769	12.89
						CL 99800	62.46
100025	S	39 BUTLER MACHINERY	3709.20	10/19/21			
						CL 99810	3709.20
100026	S	51 CASS COUNTY ELECTRIC COOP	44825.79	10/19/21			
						CL 99654	299.00
						CL 99656	300.00
						CL 99776	1236.64
						CL 99850	1489.82
						CL 99851	19184.00
						CL 99852	20651.00
						CL 99853	588.40
						CL 99854	1076.93
100027	S	61 CASS COUNTY FINANCE	85.00	10/19/21			
						CL 99567	85.00
100028	S	2909 CC STEEL LLC	111708.00	10/19/21			
						CL 99559	111708.00
100029	S	4108 CED	2232.00	10/19/21			
						CL 99710	2232.00
100030	S	1777 CENTURY LINK	230.18	10/19/21			
						CL 99736	230.18
100031	S	4128 CHANDLERTHINKS, LLC	14000.00	10/19/21			
						CL 99649	14000.00
100032	S	3216 CINTAS	140.01	10/19/21			
						CL 99632	140.01
100033	S	111 CITY OF FARGO	68480.11	10/19/21			
						CL 99591	22464.20
						CL 99600	560.00
						CL 99699	22422.74
						CL 99830	23033.17
100034	S	2880 CITY OF FARGO	531531.30	10/19/21			
						CL 99805	16.80
						CL 99806	186501.00
						CL 99807	345013.50

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100035	S	2138 CITY OF SAINT PAUL	3000.00	10/19/21			
100036	S	3167 City of West Fargo	257.25	10/19/21		CL 99642	3000.00
100037	S	999999 CITY OF WEST FARGO	73.00	10/19/21		CL 99777	257.25
100038	S	229 CONSOLIDATED COMMUNICATIONS	150.80	10/19/21		CL 99666	73.00
100039	S	3245 CORE & MAIN	77148.30	10/19/21		CL 99778	150.80
100040	S	2341 COSTCO WHOLESALE	31.90	10/19/21		CL 99687	77148.30
100041	S	1675 DAKOTA FLUID POWER, INC	39.35	10/19/21		CL 99759	31.90
100042	S	79 DAKOTA HOSE & EQUIP	378.84	10/19/21		CL 99741	39.35
100043	S	624 DAKOTA SUPPLY GROUP	365.76	10/19/21		CL 99838	378.84
100044	S	90 DAKOTA UNDERGROUND	1058520.28	10/19/21		CL 99765	284.28
						CL 99812	81.48
100045	S	856 DAVE'S WEST FARGO TIRE	1003.11	10/19/21		CL 99556	541699.33
						CL 99557	189397.87
						CL 99558	327423.08
						CL 99570	954.96
						CL 99646	48.15
100046	S	4130 DAVID TODD	15.00	10/19/21		CL 99739	15.00
100047	S	2948 DELTA 54 AVIATION LLC	3427.93	10/19/21		CL 99651	3427.93
100048	S	77 DEMCO	307.03	10/19/21		CL 99538	307.03
100049	S	3767 DENIS OTTERNESS	35.00	10/19/21		CL 99585	35.00
100050	S	2225 DTN, LLC	397.00	10/19/21		CL 99683	397.00
100051	S	2100 EAGLE RUN CROSSING LLC	28.21	10/19/21		CL 99827	28.21
100052	S	3268 EDEN K9 CONSULTING & TRAINING CORP	522.00	10/19/21		CL 99607	522.00
100053	S	1849 EDWARD SHEELEY	560.00	10/19/21		CL 99636	560.00
100054	S	3731 ERIC SORENSON	395.00	10/19/21		CL 99565	395.00
100055	S	140 F-M AMBULANCE SERVICE	258.02	10/19/21		CL 99617	258.02
100056	S	660 FARGO FREIGHTLINER	864.58	10/19/21		CL 99616	864.58

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100057	S	144 FARMERS BROTHERS COFFEE	126.70	10/19/21			
100058	S	728 FARNAM'S GENUINE PARTS, INC	103.01	10/19/21		CL 99766	126.70
100059	S	1648 FARSTAD OIL, INC	219.80	10/19/21		CL 99844	103.01
100060	S	151 FEDERAL EXPRESS	27.49	10/19/21		CL 99692	219.80
100061	S	329 FERGUSON WATERWORKS #2516	508.53	10/19/21		CL 99580	27.49
100062	S	3566 FIRST ARRIVING LLC	698.00	10/19/21		CL 99834	508.53
100063	S	2268 FLAGSHOOTER, LLC	300.00	10/19/21		CL 99779	698.00
100064	S	104 FORUM COMMUNICATIONS	318.20	10/19/21		CL 99582	300.00
100065	S	139 FRS WORKS	32.20	10/19/21		CL 99660	318.20
100066	S	155 GALLS, LLC	3642.82	10/19/21		CL 99573	32.20
						CL 99566	1262.70
						CL 99640	1282.20
						CL 99733	1067.42
						CL 99780	30.50
100067	S	93 GATEWAY CHEVROLET	124.10	10/19/21			
100068	S	2558 GOODYEAR COMMERCIAL TIRE	1756.35	10/19/21		CL 99624	124.10
						CL 99690	1578.90
						CL 99757	177.45
100069	S	556 GRAINGER, INC.	339.91	10/19/21			
						CL 99700	138.47
						CL 99762	29.79
						CL 99811	171.65
100070	S	2902 GRANT RICHARDSON	15.00	10/19/21			
100071	S	2318 HABERDASHERY	199.98	10/19/21		CL 99738	15.00
100072	S	3557 HESI	87.00	10/19/21		CL 99835	199.98
100073	S	3593 HOLIDAY COMPANIES	210.00	10/19/21		CL 99781	87.00
100074	S	358 HUBERT OYE-SONS CONST.	5790.18	10/19/21		CL 99606	210.00
						CL 99691	1702.02
						CL 99745	4088.16
100075	S	1282 IAAO	900.00	10/19/21		CL 99657	900.00
100076	S	2102 IACP	875.00	10/19/21		CL 99574	875.00

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
100077	S	3087 IBM CORPORATION	6780.00	10/19/21		CL 99535	480.00
						CL 99536	6300.00
100078	S	4144 ICMA MEMBERSHIP RENEWALS	1331.20	10/19/21		CL 99801	1331.20
100079	S	687 INFORMATION TECHNOLOGY DEPT	1352.40	10/19/21		CL 99569	676.20
						CL 99645	676.20
100080	S	2500 INLAND TRUCK PARTS & SERVICE	17.01	10/19/21		CL 99623	17.01
100081	S	233 J & L SPORTS	477.97	10/19/21		CL 99605	100.97
						CL 99704	366.00
						CL 99833	11.00
100082	S	4126 JACOB ZACH	395.00	10/19/21		CL 99563	395.00
100083	S	3790 JIM BROWNLEE	560.00	10/19/21		CL 99638	560.00
100084	S	999999 JIM KAPPEL	300.00	10/19/21		CL 99709	300.00
100085	S	2798 JOHNSON CONTROLS	573.70	10/19/21		CL 99631	573.70
100086	S	4114 KRISTIN KRAMER	7.84	10/19/21		CL 99539	7.84
100087	S	2530 KYLE JOHNSON	395.00	10/19/21		CL 99564	395.00
100088	S	2085 LANGUAGE LINE SERVICES	37.05	10/19/21		CL 99641	37.05
100089	S	260 LAR'S BODY SHOP	10309.21	10/19/21		CL 99562	10309.21
100090	S	705 LAWSON PRODUCTS	245.95	10/19/21		CL 99694	245.95
100091	S	4123 LEAGUE OF MINNESOTA CITIES	333.50	10/19/21		CL 99550	333.50
100092	S	3853 LEVI NESVOLD	57.26	10/19/21		CL 99782	57.26
100093	S	3066 LITTLE FALLS MACHINE INC	193.74	10/19/21		CL 99756	193.74
100094	S	3418 LOFFLER	710.91	10/19/21		CL 99680	710.91
100095	S	3536 MACQUEEN EMERGENCY	862.36	10/19/21		CL 99783	862.36
100096	S	3011 MARK SIBENALLER	682.60	10/19/21		CL 99533	682.60
100097	S	3119 MATT RETKA	50.00	10/19/21		CL 99650	50.00
100098	S	299 MENARDS	701.38	10/19/21		CL 99588	17.98
						CL 99619	38.48
						CL 99630	66.06
						CL 99634	34.98
						CL 99695	13.68

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
						CL 99797	269.20
						CL 99815	135.94
						CL 99843	125.06
100099	S	2847 MICHAEL CARLSON	15.00	10/19/21		CL 99737	15.00
100100	S	999999 MICHAEL RISCH	300.00	10/19/21		CL 99718	300.00
100101	S	2766 MIDCONTINENT COMMUNICATIONS	300.00	10/19/21		CL 99578	300.00
100102	S	102 MIDSTATES WIRELESS	390.00	10/19/21		CL 99735	77.50
						CL 99784	312.50
100103	S	1854 MIDWEST TAPE	2985.49	10/19/21		CL 99541	1242.46
						CL 99548	1377.69
						CL 99682	365.34
100104	S	999999 MIKE ROBINSON	300.00	10/19/21		CL 99707	300.00
100105	S	4150 MN AWWA	330.00	10/19/21		CL 99832	330.00
100106	S	305 MOORE ENGINEERING	164534.50	10/19/21		CL 99615	4920.00
						CL 99627	159614.50
100107	S	1014 MOTION INDUSTRIES, INC	33.24	10/19/21		CL 99663	33.24
100108	S	688 MOTOROLA SOLUTIONS, INC	27547.20	10/19/21		CL 99773	27547.20
100109	S	3085 MRA-THE MANAGEMENT ASSOCIATION, INC	101.25	10/19/21		CL 99846	101.25
100110	S	2969 MTI DISTRIBUTING INC	722.89	10/19/21		CL 99764	722.89
100111	S	695 NASRO	40.00	10/19/21		CL 99609	40.00
100112	S	3684 ND DEPARTMENT OF ENVIRONMENTAL QUALITY	150.00	10/19/21		CL 99602	150.00
100113	S	1946 ND STATE ELECTRICAL BOARD	200.00	10/19/21		CL 99708	200.00
100114	S	334 ND STATE RADIO COMM.	2400.00	10/19/21		CL 99575	2400.00
100115	S	571 ND WORKFORCE SAFETY & INSURANCE	21.88	10/19/21		CL 99572	21.88
100116	S	756 NELCO FIRST AID	361.05	10/19/21		CL 99583	149.95
						CL 99633	66.70
						CL 99703	144.40
100117	S	364 NELSON INTERNATIONAL	88.92	10/19/21		CL 99721	88.92

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
100118	S	271 NETCENTER TECHNOLOGIES	383.75	10/19/21		CL 99648	383.75
100119	S	3789 NORTH DAKOTA FIREFIGHTER'S ASSOCIATION	143.03	10/19/21		CL 99802	143.03
100120	S	141 NORTH STAR SAFETY, INC	6559.27	10/19/21		CL 99597	1875.00
						CL 99698	364.27
						CL 99726	4320.00
100121	S	328 NORTHERN ENGINE & SUPPL	139.22	10/19/21		CL 99719	139.22
100122	S	3111 NORTHERN SALT INCORPORATED	34349.30	10/19/21		CL 99744	34349.30
100123	S	331 NORTHERN STATES SUPPLY	174.27	10/19/21		CL 99750	172.03
						CL 99816	2.24
100124	S	1715 NORTHWEST TIRE INC	1341.45	10/19/21		CL 99613	1314.05
						CL 99758	27.40
100125	S	1774 O'REILLY AUTOMOTIVE STORES, INC	935.28	10/19/21		CL 99618	542.31
						CL 99785	36.46
						CL 99826	356.51
100126	S	3416 OCLC, INC.	195.34	10/19/21		CL 99542	195.34
100127	S	352 OK TIRE	847.59	10/19/21		CL 99628	847.59
100128	S	631 ONE CALL CONCEPT	886.25	10/19/21		CL 99684	886.25
100129	S	276 OSTROMS ACE HARDWARE	320.59	10/19/21		CL 99584	7.47
						CL 99590	23.37
						CL 99629	73.96
						CL 99653	58.90
						CL 99696	41.95
						CL 99813	18.99
						CL 99819	23.97
						CL 99837	71.98
100130	S	3277 OUT FRONT POWER EQUIPMENT	69.65	10/19/21		CL 99751	69.65
100131	S	673 PARSONS ELECTRIC	7400.00	10/19/21		CL 99839	7400.00
100132	S	3788 PENGUIN MANAGEMENT INC	2148.00	10/19/21		CL 99787	2148.00
100133	S	563 PETRO SERVE USA	45816.03	10/19/21		CL 99652	44.61
						CL 99724	38063.01
						CL 99799	946.95
						CL 99828	6583.26
						CL 99845	178.20

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
100134	S	1987 PETSMART	18.99	10/19/21			
100135	S	1310 PETTYS CONSULTING, LLC	162.00	10/19/21		CL 99790	18.99
100136	S	3921 PITNEY BOWES INC	80.74	10/19/21		CL 99788	162.00
100137	S	916 PRAIRIE SUPPLY INC	698.05	10/19/21		CL 99547	80.74
100138	S	3276 PREMIUM WATERS INC	78.73	10/19/21		CL 99715	698.05
100139	S	1755 PRO SWEEP INC	1125.00	10/19/21		CL 99681	78.73
100140	S	1166 PRODUCTIVITY PLUS ACCOUNT	3227.56	10/19/21		CL 99746	1125.00
100141	S	2483 RADIO FM MEDIA	2255.00	10/19/21		CL 99689	2687.24
100142	S	2982 RDO EQUIPMENT CO	3519.62	10/19/21		CL 99717	540.32
100143	S	3204 RECORD KEEPERS	24.50	10/19/21		CL 99727	2255.00
100144	S	3655 RIGELS	153.85	10/19/21		CL 99611	387.44
100145	S	3522 RJ'S TESORO	1385.25	10/19/21		CL 99722	3132.18
100146	S	663 ROAD EQUIPMENT PARTS CENTER	28.59	10/19/21		CL 99549	24.50
100147	S	3369 ROBEN ANDERSON	560.00	10/19/21		CL 99792	153.85
100148	S	999999 ROCHELLE MANSON	300.00	10/19/21		CL 99791	1385.25
100149	S	1259 ROER'S CONSTRUCTION	4320.00	10/19/21		CL 99749	11.95
100150	S	4064 ROYAL TIRE INC	3571.80	10/19/21		CL 99841	16.64
100151	S	1071 S & S PROMOTIONAL GROUP	1030.43	10/19/21		CL 99637	560.00
100152	S	3353 SAM'S CLUB MC/SYNCB	1350.27	10/19/21		CL 99716	300.00
100153	S	1881 SAM'S CLUB/SYNCHRONY BANK	209.28	10/19/21		CL 99720	4320.00
100154	S	450 SCHEELS	29.98	10/19/21		CL 99770	3571.80
100155	S	3994 SHEYENNE GARDENS	420.00	10/19/21		CL 99793	1030.43
						CL 99705	67.97
						CL 99755	1282.30
						CL 99808	209.28
						CL 99571	29.98
						CL 99747	420.00

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
100156	S	2885 SHORTPRINTER	245.37	10/19/21		CL 99639	32.45
						CL 99748	180.47
						CL 99820	32.45
100157	S	91 SIGN SOLUTIONS USA	4181.54	10/19/21		CL 99743	3880.18
						CL 99822	301.36
100158	S	3150 SKYHAWK TELEMATICS	300.50	10/19/21		CL 99686	300.50
100159	S	3516 STEIN'S INC	67.96	10/19/21		CL 99794	67.96
100160	S	38 STRATA CORPORATION	1175.07	10/19/21		CL 99685	1175.07
100161	S	31 STURDEVANT'S AUTO PARTS	658.50	10/19/21		CL 99612	490.79
						CL 99840	167.71
100162	S	176 SUMMIT FIRE PROTECTION	157.00	10/19/21		CL 99795	157.00
100163	S	733 SWANSTON EQUIPMENT CORP.	102.19	10/19/21		CL 99742	102.19
100164	S	634 SWEENEY CONTROLS COMPANY	6345.80	10/19/21		CL 99598	283.80
						CL 99697	2075.00
						CL 99701	3538.80
						CL 99823	448.20
100165	S	1156 TESSMAN	540.00	10/19/21		CL 99589	540.00
100166	S	1907 THE SHOOTING PARK OF HORACE	400.00	10/19/21		CL 99576	400.00
100167	S	1900 THE UPS STORE #5998	172.35	10/19/21		CL 99768	64.35
						CL 99803	108.00
100168	S	3411 THE UPS STORE #6740	11.14	10/19/21		CL 99829	11.14
100169	S	4146 THORWORKS INDUSTRIES	55.04	10/19/21		CL 99821	55.04
100170	S	3733 TIMECLOCK PLUS	600.00	10/19/21		CL 99620	600.00
100171	S	2217 TINA FISK	190.08	10/19/21		CL 99723	190.08
100172	S	3658 TLC CLEANING LLC	2900.00	10/19/21		CL 99540	2900.00
100173	S	2951 TYLER TECHNOLOGIES, INC	365.25	10/19/21		CL 99661	365.25
100174	S	3833 VALLEY GREEN	2380.00	10/19/21		CL 99599	2380.00
100175	S	2033 VALLEY SENIOR SERVICES	11000.00	10/19/21		CL 99849	11000.00

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Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
100176	S	2478 VALLI	8357.33	10/19/21		CL 99847	1278.67
						CL 99848	7078.66
100177	S	2314 VANGUARD APPRAISALS, INC	3420.00	10/19/21		CL 99665	3420.00
100178	S	3668 VERIZON WIRELESS	11980.63	10/19/21		CL 99730	11729.21
						CL 99734	251.42
100179	S	3212 VISA ADMINISTRATION	966.70	10/19/21		CL 99725	966.70
100180	S	4000 VISA ECONOMIC DEVELOPMENT	1.00	10/19/21		CL 99676	1.00
100181	S	4057 VISA ECONOMIC DEVELOPMENT 2	98.95	10/19/21		CL 99674	98.95
100182	S	3693 VISA ENGINEERING	510.01	10/19/21		CL 99677	510.01
100183	S	3569 VISA FIRE DEPT 1	2350.78	10/19/21		CL 99814	2350.78
100184	S	3568 VISA FIRE DEPT 2	1188.75	10/19/21		CL 99825	1188.75
100185	S	2439 VISA IT	4968.17	10/19/21		CL 99675	4968.17
100186	S	3161 VISA LIBRARY #1	2375.97	10/19/21		CL 99731	2375.97
100187	S	2438 VISA PLANNING	291.00	10/19/21		CL 99667	291.00
100188	S	2435 VISA POLICE #1	2494.46	10/19/21		CL 99753	2494.46
100189	S	3233 VISA POLICE #2	1593.78	10/19/21		CL 99754	1593.78
100190	S	3234 VISA POLICE #3	722.23	10/19/21		CL 99761	722.23
100191	S	3244 VISA POLICE #4	67.26	10/19/21		CL 99767	67.26
100192	S	2423 VISA PW	4085.42	10/19/21		CL 99831	4085.42
100193	S	544 WALLWORK TRUCK CENTER	741.63	10/19/21		CL 99614	278.69
						CL 99662	156.42
						CL 99824	285.78
						CL 99842	20.74
100194	S	1018 WALT'S TREE SERVICE	9225.00	10/19/21		CL 99702	9225.00
100195	S	2740 WASTE MANAGEMENT OF WI-MN	84008.24	10/19/21		CL 99688	84008.24
100196	S	686 WDAY	6120.00	10/19/21		CL 99595	5000.00
						CL 99604	1120.00

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
100197	S	3306 WEST FARGO EVENTS, INC	22046.67	10/19/21		CL 99658	14000.00
						CL 99659	6516.67
						CL 99855	1530.00
100198	S	4129 WESTERN NATIONAL MUTUAL INS CO	50.00	10/19/21		CL 99655	50.00
100199	S	807 WEX HEALTH, INC	592.75	10/19/21		CL 99644	592.75
100200	S	569 WF ANIMAL HOSPITAL	3075.90	10/19/21		CL 99643	2958.00
						CL 99798	117.90
100201	S	4127 X-TREME DETAILING	450.00	10/19/21		CL 99577	450.00
100202	S	338 XCEL ENERGY	31530.16	10/19/21		CL 99552	52.70
						CL 99553	53.72
						CL 99554	145.56
						CL 99555	2061.49
						CL 99635	37.10
						CL 99668	13294.27
						CL 99669	30.60
						CL 99670	61.72
						CL 99671	61.20
						CL 99672	14711.23
						CL 99796	1020.57
100203	S	582 ZEP MANUFACTURING	331.74	10/19/21		CL 99752	108.87
						CL 99763	222.87
100204	S	3706 VISA COMMUNICATIONS	1006.00	10/20/21		CL 99856	1006.00
100205	S	111 CITY OF FARGO	35711.19	10/20/21		CL 99861	35711.19
100206	S	229 CONSOLIDATED COMMUNICATIONS	2725.72	10/20/21		CL 99858	2725.72
100207	S	774 ECONOMIC DEVELOPMENT ASSOCIATION OF ND	300.00	10/20/21		CL 99868	300.00
100208	S	104 FORUM COMMUNICATIONS	170.10	10/20/21		CL 99862	170.10
100209	S	999999 JENNIFER SOUTH	1378.16	10/20/21		CL 99857	1378.16
100210	S	3418 LOFFLER	2924.11	10/20/21		CL 99859	200.00
						CL 99860	2724.11
100211	S	338 XCEL ENERGY	8322.43	10/20/21		CL 99864	7678.19
						CL 99865	644.24
100213 *	S	1777 CENTURY LINK	68.77	10/20/21		CL 99900	68.77

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Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
100214	S	3490 AMAZON CAPITAL SERVICES	126.70	10/21/21		CL 99901	126.70
100215	S	323 METRO COG	3750.00	10/21/21		CL 99907	3750.00
100216	S	566 WEST FARGO PARK DISTRICT	18275.04	10/21/21		CL 99908	18275.04
100217	S	4158 BIRCHWOOD SALON & BOUTIQUE	62952.01	10/25/21		CL 99921	62952.01
100218	S	3549 WEX	3117.47	10/25/21		CL 99922	3117.47
100219	S	3504 THOMAS MOORES	8800.00	10/26/21		CL 99969	8800.00
100220	S	4160 UNITED STATES TREASURY	116.57	10/26/21		CL 99970	116.57
100221	S	2499 FM CONVENTION & VISITORS BUREAU	20352.23	10/26/21		CL 99971	20352.23
100222	S	2499 FM CONVENTION & VISITORS BUREAU	10176.11	10/26/21		CL 99972	10176.11
100223	S	3540 COLONIAL INSURANCE BCN #E8967887	2429.02	10/26/21		CL 99982	2429.02
100224	S	3547 EQUITABLE UNIT ANNUITY COLLECTIONS	900.00	10/26/21		CL 99981	900.00
100225	S	3542 MAINSTAY FUNDS	860.00	10/26/21		CL 99976	860.00
100226	S	3630 MATRIX TRUST COMPANY	3701.00	10/26/21		CL 99977	3701.00
100227	S	3546 NATIONWIDE INVESTMENT ADVISORS LLC	6823.18	10/26/21		CL 99975	6823.18
100228	S	3541 ND FRATERNAL ORDER OF POLICE	1512.50	10/26/21		CL 99979	1512.50
100229	S	3543 NEW YORK LIFE INSURANCE & ANNUITY CORP	7572.04	10/26/21		CL 99974	7572.04
100230	S	3548 PERSHING	700.00	10/26/21		CL 99983	700.00
100231	S	1464 RED RIVER VALLEY FOP LODGE #1	665.50	10/26/21		CL 99978	665.50
100232	S	3544 VICKI PETERS TEAMSTERS LOCAL NO 120	25.00	10/26/21		CL 99973	25.00
100233	S	3827 WF IAFF	600.00	10/26/21		CL 99980	600.00
100234	S	3552 BLUE CROSS BLUE SHIELD	215489.30	10/27/21		CL 99990	215489.30
Total for Claim Checks			3010020.48				
Count for Claim Checks			232				

* denotes missing check number(s)

of Checks: 232 Total: 3010020.48



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (04-2020)

OCT 15 2021

Applying for (check one)

☒ Local Permit

☐ Restricted Event Permit*

Games to be Conducted

☒ Bingo

☐ Raffle

☐ Raffle Board

☐ Calendar Raffle

☐ Sports Pool

☐ Poker*

☐ Twenty-One*

☐ Paddlewheels*

Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.

Name of Organization or Group of People permit is issued to Pink It Forward	Dates of Activity 11/2 & 12/7/21	If raffle, provide drawing date	
Organization or Group Contact Person Kayla TanHoff	Title or Position Vice President	Telephone Number 701-367-4466	
Business Address 5511 Falconer Drive	City Bismarck	State ND	ZIP Code 58504
Mailing Address (if different) 3502 Hidden Way	City West Fargo	State ND	ZIP Code 58078
Site Name (where gaming will be conducted) DoubleTree by Hilton West Fargo			
Site Address 825 E. Beaton Drive	City West Fargo	ZIP Code 58078	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Bingo	November - Designer Handbag	\$1,729.37
	(See attachment for details)	
Bingo	December - Designer Handbag	\$1,440.64
	(See attachment for details)	
Add Row	Delete Row	

Total (limit \$40,000 per year) \$3,170.01

Intended Uses of Gaming Proceeds

To fund items for care packages sent to breast cancer patients.

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 any 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: \$2,113.50

(This amount is part of the total prize limit of \$40,000 per year)

Organization or Group Contact Person

Name Kayla Tanhoff	Title Vice President	Telephone Number 701-367-4466	E-mail Address fargoinfo@pinkitforward.org
Signature of Organization or Group's Top Official Kayla Tanhoff		Title Vice President	Date 10.15.21

Tuesday, November 2, 2021

Game Type	Description of Prize	Retail Value of Prize
Bingo	Designer Handbag	\$123.42
Bingo	Designer Handbag	\$398.00
Bingo	Designer Handbag	\$117.18
Bingo	Designer Handbag	\$498.00
Bingo	Designer Handbag	\$127.30
Bingo	Designer Handbag	\$127.33
Bingo	Designer Handbag	\$118.15
Bingo	Designer Handbag	\$219.99

\$1,729.37 total

Tuesday
Thursday, December 2, 2021

Game Type	Description of Prize	Retail Value of Prize
Bingo	Designer Handbag	\$129.00
Bingo	Designer Handbag	\$144.48
Bingo	Designer Handbag	\$328.00
Bingo	Designer Handbag	\$106.43
Bingo	Designer Handbag	\$117.18
Bingo	Designer Handbag	\$118.15
Bingo	Designer Handbag	\$379.00
Bingo	Designer Handbag	\$118.40

\$1,440.64 total

The seal of the State of North Carolina, featuring a plow, a sheaf of wheat, and a ship, surrounded by the text "GREAT SEAL OF THE STATE OF NORTH CAROLINA" and "1776".

SFN 9338 (08/2016)

Name of Non-profit Organization

Date(s) of Activity

* ☐ Charity Local Permit (one event per year)

For a raffle, provide drawing date(s):

Aurora Elementary		11/16/2021 to 11/16/2021	
Person Responsible for the Gaming Operation and Disbursement of Net Income		Title	Business Phone Number
David Schneck		Principal	(701) 356-2130
Business Address		City	State Zip Code
3420 9th St W		West Fargo	ND 58078-0000
Mailing Address (if different)		City	State Zip Code
Name of Site Where Game(s) will be Conducted		Site Address	
Aurora Elementary		3420 9th St W	
City		State	Zip Code County
West Fargo		ND	58078-0000 Cass
Check the Game(s) to be Conducted. * Poker, Twenty-one, and Paddlewheels may be conducted only by a Charity Local Permit.			
☒ Bingo ☐ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *			

[illegible][illegible]

(Limit \$12,000 per year)

Total: \$ 250.00

Intended uses of gaming proceeds: School milks, winter gear for kids, field trips, teacher support

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? ☒ No ☐ Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? ☒ No ☐ Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ _____. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
<i>Daniel Schneck</i>	10/18/21	Principal	701-499-3101

17.00 CK# 2049
nd 17-25-21



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (04-2020)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be Conducted

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

Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.

Name of Organization or Group of People permit is issued to TECH TEAM WRESTLING	Dates of Activity 12-21-21	If raffle, provide drawing date 12-21-21	
Organization or Group Contact Person DEAN SHEARER	Title or Position TREASURER	Telephone Number 701-371-2738	
Business Address 528 7th Ave NE	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different) 2515 76th Ave NW	City Fargo	State ND	ZIP Code 58102
Site Name (where gaming will be conducted) TECH TEAM TRAINING CENTER			
Site Address 528 7th Ave NE	City West Fargo	ZIP Code ND 58078	County 58078

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
RAFFLE	SCHEARS GOLF CARS (17)	3500
Add Row	Delete Row	

Total (limit \$40,000 per year)

Intended Uses of Gaming Proceeds

TO ASSESS THE YOUTH WRESTLERS WITH OPPORTUNITIES TO TRAVEL TO NATIONAL + STATE EVENTS.

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 any 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: (This amount is part of the total prize limit of \$40,000 per year)

Organization or Group Contact Person

Name DEAN SHEARER	Title TREASURER	Telephone Number 701-371-2738	E-mail Address shearer@ringneuhunter@hotmail.com
Signature of Organization or Group's Top Official DEAN R. SHEARER		Title TREASURER	Date 10-21-21

ck# 4214
Pd 10-22-21
\$10.00



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (Rev. 08-2019)

License Number (Office Use Only)

Site Owner (Lessor) K A J Hospitality, L L C		Site Name Doubletree		Site Phone Number (701) 551-0120
Site Address 825 S Beaton Drive	City West Fargo	State ND	Zip Code 58078	County Cass
Organization (Lessee) Prairie Public Broadcasting, Inc		Rental Period 11/24/2021 to 11/29/2021		Monthly Rent Amount
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				☒ No ☐ Yes ☐ No ☐ Yes \$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 <u>1</u> ☒ Rent per Table \$ <u>0.00</u> Number of Tables with wagers over \$5 <u> </u> ☒ Rent per Table \$ <u> </u>				☐ No ☒ Yes \$ 0.00 \$
3. Is Paddlewheels conducted at this site? Number of Tables <u> </u> ☒ Rent per Table \$ <u> </u>				☒ No ☐ Yes \$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: ☒ Jar Bar ☐ Standard Dispensing Device				☐ No ☒ Yes \$ 0.00
☐ Electronic Dispensing Device Number of Electronic Devices <u> </u>				\$ 0.00
Total Monthly Rent				\$ 0.00

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here. ☐

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title Catering Sales Manager	Date 10/15/21
Signature of Lessee 	Title President & CEO	Date 10/15/21

(over)



"Consent" or "Regular"
Agenda Item?
[Consent]

To: West Fargo City Commission
From: Dustin T. Scott, City Engineer
Date: November 1, 2021
Subject: Master Agreement with Houston Engineering
Action: Authorize Master Agreement for Professional Services with Houston Engineering

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

Eric Gjerdevig

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

Tina Fisk

Asst. City Administrator

Tim Solberg

Summary and Recommendation:

We are proposing to execute a Master Agreement for Professional Services with Houston Engineering. They are a local engineering firm providing a diverse range of services relating to civil engineering, surveying and geospatial technology. A "master agreement" establishes general terms and conditions for issuing "Task Orders", which are subsequently issued for a specific scope of work and associated fee. The city currently has similar agreements with two other firms (Moore and KLJ) and this will further diversify our consultant base contracted through the efficient "task order" process.

We recently approached Houston Engineering regarding their expertise with LIDAR surveys, data processing and geospatial information extraction and analysis. Our immediate interest and inquiry relates to the Sheyenne River through town where we have collected LIDAR surveys over the past two years. We'd like to retain Houston's services to continue these surveys on an annual basis as well as perform other tasks such as data processing and geospatial analysis. This will greatly assist staff with monitoring conditions such as riverbank erosion and slumping as well as identifying and reacting to high risk areas within the river channel.

As noted above, a master agreement allows for future task orders based on agreed scope and fee. If this agreement is authorized, the first task order will be for collecting LIDAR survey of the Sheyenne River, which is best done with leaf off trees and before there is snow cover. We anticipate this task order will be about \$23,000.

The following documents are attached for review/consideration:

- DRAFT Master Agreement

Staff Recommendation: Authorize Master Agreement for Professional Services with Houston Engineering

**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

HOUSTON ENGINEERING, INC.

Dated as of October 28, 2021

Approved by the West Fargo City Commission on _____, 2021

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 **Houston 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.

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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:

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.

Main Agreement.

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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

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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).

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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 November 2, 2021.

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:

Houston Engineering, Inc.

(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:

EXHIBITS TO MAIN AGREEMENT

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Exhibit A—Reserved.

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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: **Houston Engineering, Inc.**

Effective Date of Agreement: [Effective Date of Main Agreement]

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 C—Amendment to Main Agreement.

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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.

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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.

Exhibits to 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.

- 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.

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Exhibit G—Insurance.

Exhibits to Main Agreement. EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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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.

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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.

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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. 2021 FEE SCHEDULE, AND
2. 2022 FEE SCHEDULE.

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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. 2021 FEE SCHEDULE, AND
2. 2022 FEE SCHEDULE.

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2021 FEE SCHEDULE

The following is a schedule of hourly rates and charges for engineering and surveying services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1st of each year (typically no more than 5%).

Category	2021 Rates
Engineer I	\$129
Engineer II	142
Engineer III	161
Project Engineer	179
Project Manager	196
Sr Project Manager	215
Scientist I	\$129
Scientist II	142
Scientist III	162
Project Mgr – Environmental	190
Sr Project Mgr – Environmental	215
Hydrogeologist I	\$129
Hydrogeologist II	143
Hydrogeologist III	162
Sr Hydrogeologist	202
Construction Engineer	\$148
Sr Construction Engineer	175
Land Surveyor I	\$129
Land Surveyor II	148
Land Surveyor III	163
Project Mgr – Land Surveying	175
Sr Project Manager – Land Surveying	196
Survey Crews:	
1-Person Crew (+ equipment)	\$157
2-Person Crew (+ equipment)	191
3-Person Crew (+ equipment)	237
4-Person Crew (+ equipment)	265
Landscape Architect	\$137
CAD Technician I	\$88
CAD Technician II	101
CAD Supervisor	116
Designer I	\$135
Designer II	145
Sr Designer	156
Engineering Specialist	165
Technician Intern (all areas)	\$88
Technician I	\$101
Technician II	116
Sr Technician	129

Category	2021 Rates
Right-of-Way Technician	\$118
Right-of-Way Specialist	196
GIS Analyst I	\$96
GIS Analyst II	112
GIS Analyst III	129
Sr GIS Analyst	148
Project Manager – GIS	163
Sr Project Manager – GIS	190
Software Engineer I	\$112
Software Engineer II	129
Software Engineer III	148
Sr Software Engineer	162
Computer Technician	\$156
Communications Specialist	\$88
Sr Communications Specialist	98
Administrative Assistant	\$83
Sr Administrative Assistant	88
Planner	\$142
Senior Planner	196
Legislative/Grant Specialist	\$182
Expert Witness	236
Drone Pilot	\$137
Drone Visual Observer	54

Chargeable Expenses	Rate
Subsistence	Actual Cost
Mileage-Vehicles: 2-Wheel Drive 4-Wheel Drive	IRS Standard Rate IRS Standard Rate + \$0.20/Mile
GPS Equipment	\$25/hour/unit
Robotic Total Station	\$40/hour
ATV/Snowmobile/Boat	\$15/hour
ATV with Tracks	\$30/hour
Hydrone RCV	\$50/hour
Small UAS/Large UAS	\$25/hour / \$50/hour
Delivery, Postage, Printing	Actual Cost
Surveying Materials, Special Equipment, and other Materials required	Actual Cost
Subconsultants	Actual Cost + 10%

2022 FEE SCHEDULE

LABOR RATES

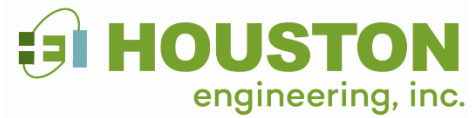


The following is a schedule of hourly rates and charges for services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1st of each year (typically no more than 5%).

Category	2022 Rates	Category	2022 Rates
Engineering Intern	\$104	Technician Intern	\$91
Engineer 1	126	Technician 1	104
Engineer 2	133	Technician 2	111
Engineer 3	140	Technician 3	119
Engineer 4	146	Technician 4	126
Engineer 5	156	Technician 5	133
Engineer 6	166	Technician 6	140
Engineer 7	175	Technician 7	147
Engineer 8	184	Technician 8	155
Engineer 9	193	Technician 9	162
Engineer 10	202	Technician 10	170
Engineer 11	211	Technician 11	177
Engineer 12	221		
Engineer 13	230		
Scientist 1	\$123	GIS Intern	\$64
Scientist 2	133	GIS Analyst 1	99
Scientist 3	146	GIS Analyst 2	109
Scientist 4	157	GIS Analyst 3	119
Scientist 5	167	GIS Analyst 4	130
Scientist 6	196	GIS Analyst 5	140
Scientist 7	221	GIS Analyst 6	150
		Project Manager 1 – Technology	152
Hydrogeologist 1	\$133	Project Manager 2 – Technology	168
Hydrogeologist 2	147	Project Manager 3 – Technology	196
Hydrogeologist 3	167		
Hydrogeologist 4	208	Software Engineer 1	\$115
Hydrogeologist 5	221	Software Engineer 2	129
		Software Engineer 3	139
Land Surveyor 1	\$133	Software Engineer 4	149
Land Surveyor 2	152	Software Engineer 5	160
Land Surveyor 3	168	Software Engineer 6	170
Land Surveyor 4	180		
Land Surveyor 5	202	Project Assistant 1	\$74
Land Surveyor 6	221	Project Assistant 2	85
		Project Assistant 3	91
Landscape Architect 1	\$121	Project Assistant 4	95
Landscape Architect 2	131	Project Assistant 5	101
Landscape Architect 3	141	Project Assistant 6	106
Landscape Architect 4	151		
Landscape Architect 5	161	Planner 1	\$146
		Planner 2	160
CAD Technician 1	\$91	Planner 3	174
CAD Technician 2	97	Planner 4	202
CAD Technician 3	104	Planner 5	212
CAD Technician 4	111		
CAD Technician 5	119	Senior Consultant 1	\$187
CAD Technician 6	126	Senior Consultant 2	233
		Senior Consultant 3	243
Drone Pilot	\$141	Senior Consultant 4	252
Drone Visual Observer	56	Senior Consultant 5	262
		Computer Technician	\$161

2022 FEE SCHEDULE

SURVEY CREWS AND REIMBURSABLE EXPENSES



Category	Rate
Survey Crews:	
1-Person Crew (plus equipment)	\$162/hour
2-Person Crew (plus equipment)	\$197/hour
3-Person Crew (plus equipment)	\$244/hour
4-Person Crew (plus equipment)	\$273/hour
Meals	Actual Cost
Hotel	Actual Cost
Mileage – Vehicles:	
2-Wheel Drive	IRS Standard Mileage Rate
4-Wheel Drive	IRS Standard Mileage Rate + \$.20/Mile
GPS Equipment	\$25/hour/unit
Robotic Total Station	\$40/hour
ATV/Snowmobile/Boat	\$15/hour
ATV w/Tracks	\$30/hour
Hydrone RCV	\$50/hour
Small UAS (Drone)	\$25/hour
Large UAS (Drone)	\$50/hour
Deliveries/Postage/Printing	Actual Cost
Surveying Materials: Lath, Hubs, Pipe, etc.	Actual Cost
Special Equipment and Other Materials Required	Actual Cost
Subconsultants	Actual Cost + 10%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Choice Insurance 3050 Sienna Dr S Ste 100 Fargo, ND 58104	CONTACT NAME: Jamie Satrom PHONE (A/C, No, Ext): (701) 356-9767 FAX (A/C, No): (701) 356-6461 E-MAIL ADDRESS: j.satrom@insurewithchoice.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: National Fire Ins Co of Hartford	
INSURER B: Continental Insurance Company	
INSURER C: Transportation Insurance Company	
INSURER D: Lloyd's	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	☒	☒	6081579241	9/17/2021	9/17/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒	☒	6081579238	9/17/2021	9/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	☒	☒	6081579269	9/17/2021	9/17/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	☒	6081579255	9/17/2021	9/17/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			20-00257-01	9/17/2021	9/17/2022	Limit Each Claim \$ 5,000,000
A	Unmanned Aircraft			6081579241	9/17/2021	9/17/2022	Vehicle Liability \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of West Fargo, Owner and their respective officers, directors, members, partners, and employees are included as Additional Insured as respects General Liability and Automobile Liability when required by written contract. General Liability and Automobile Liability coverage applies on a primary and non-contributory basis. Umbrella Liability policy is follow form. A waiver of subrogation is included as respects General Liability, Automobile Liability and Workers Compensaion. A 30 day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of West Fargo 800 4th Ave E West Fargo, ND 58078	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: HOUSTON ENGINEERING INC

Policy No: 6081579241

Endorsement No: 9

Effective Date: 09/17/2020



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:

1. the **bodily injury or property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

Nat'l Fire Ins Co of Hartford

Insured Name: HOUSTON ENGINEERING INC

Policy No: 6081579241

Endorsement No: 9

Effective Date: 09/17/2020

**Primary and Noncontributory - Other Insurance
Condition Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. the additional insured is a named insured under such other insurance; and
- b. the **Named Insured** has agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

40020004160815792412687

CNA74987XX (1-15)

Page 1 of 1

Nat'l Fire Ins Co of Hartford

Insured Name: HOUSTON ENGINEERING INC

Policy No: 6081579241

Endorsement No: 11

Effective Date: 09/17/2020

EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability **policy** providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability **policy** providing **auto** coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an **insured**, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

Policy, as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

SECTION II, Paragraph B.5 does not apply.

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 26; Page: 1 of 5

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6081579238

Policy Effective Date: 09/17/2020

Policy Page: 111 of 257

or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A – Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders); (2) the Exhibits to Main Agreement; (3) the Task Order Form (see below); and (4) the Exhibits to Task Order. The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

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

PART 3 OF 4: TASK ORDER FORM

Prepared by



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TASK ORDER NO. [____]

This is Task Order No. [____],
consisting of 7 pages.

Guidance Notes

1. For each specific Task Order, modify this form as to scope, compensation, schedule, baseline information, and other key items. Where the services of the Engineer involve activities under other related Task Orders, those Specific Projects should be identified in this Task Order.
2. For additional discussion regarding the use of this Task Order Form, see the Guidelines for Use section that precedes the text of the Main Agreement.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated [date], Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	
c.	Engineer:	
d.	Specific Project (title)	
e.	Specific Project (description):	
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

2. BASELINE INFORMATION

Guidance Notes – Baseline Information

1. Inherent in establishing the scope of Engineer's services for a specific Task Order is clearly defining the nature of the facility or facilities to be studied, planned, designed, or built, to the extent known at the time the Task Order is issued. Providing such information creates a mutual understanding by the parties as to the services that will be needed, as well as the level of effort and time (and thus cost) required to deliver those services. To accurately establish the scope of services, it is almost

Task Order.

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always in the best interest of both the Owner and the Engineer when the Owner provides as much detailed baseline information regarding the facilities as is reasonably available.

2. If known, the baseline information regarding the physical improvements to be designed should include important controlling features, assumptions, and limitations that may affect Engineer's services. The information may be expressly stated below or by reference to external sources, such as requests for proposal or actual proposals, both of which often contain project descriptions.

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.

Notes to User

1. Here insert relevant information about the Specific Project, either directly or by reference, to the extent known and necessary to give context to the Engineer's services that are specified in Exhibit A.
2. Below are some suggested or sample categories of information that may have been furnished to Engineer as baseline information about the Specific Project. Other categories may be relevant to the specific engagement.
3. In Paragraph 6.09.A of the Main Agreement the Owner represents that no Constituents of Concern, other than those disclosed to Engineer, exist at or adjacent to the Site. Such disclosures may be made here; and any specific exception to the Owner's representation should be addressed here or elsewhere in the Task Order.
4. Note that the term "Specific Project" is broadly defined; in most cases it will be sufficient here to describe information relevant to those portions of the Specific Project within Engineer's scope of services.

Specific Project Title:

Type and Size of Facility:

Description of Improvements:

Expected Construction Start:

Prior Studies, Reports, Plans:

Facility Location(s):

Current Specific Project Budget:

Funding Sources:

Task Order.

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Known Design Standards:

Known Specific Project
Limitations:

Specific Project Assumptions:

Other Pertinent Information:

3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following options and delete the others.]

☐ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order. **[Attach a scope of services exhibit labeled "Exhibit A." This exhibit will often be based on E-505's published Exhibit A to Task Order, as modified for the specific Task Order; or at the user's option the exhibit may consist of an attached custom-drafted scope of services, or a scope of services set out in a separate document such as a letter or proposal.]**

[or]

☐ as follows: **[Directly insert customized scope of services here.]**

- B. 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.

Notes to User

1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A for this Task Order (or state "Does not apply" or similar), or in any other scope of services text or document.
2. Modify Exhibit D to Task Order to suit this specific Task Order, and attach the modified document.

- C. 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.

- D. 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, **[if more clarity is needed, identify specific situations qualifying as additional effort, such as those described in Exhibit A to Task Order, Paragraph 2.01]** are Additional Services, and will be compensated

Task Order.

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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: **[State any supplementary Owner responsibilities applicable to this Task Order here.]**

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Indicate "Not Applicable" if the schedule in Exhibit B, as modified for the specific Task Order, is sufficient.]**

Date	Action / Milestone	Comment

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:

Notes to User

1. Delete line items that do not apply to this Task Order.
2. For each line item indicate either "Lump Sum," "Direct Labor," "Hourly Rates" or other method as the Basis of Compensation.
3. Revise, if necessary, with descriptions of key phases or subtasks, or cross-reference to Exhibit A to Task Order or other scope of services as appropriate.
4. In the typical Task Order many of the line items under Item 1, Basic Services, will be governed by a single Basis of Compensation; however, it is not unusual to have some variation in compensation methods among the services, so the table allows the user to establish specific bases of compensation for each of the various Basic Compensation phases or subtasks (1.a and following.) Add or remove subtask items as needed.

Task Order.

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5. If compensation for a phase or subtask of Engineer's services will vary if the construction contractor extends its time at the site, then the information furnished in the asterisked note at the end of the table will serve as the baseline for a possible adjustment of compensation.

Description of Service	Amount	Basis of Compensation
1. Basic Services	\$[]	[]
a. Phase or Subtask 1	\$[]	[]
b. Phase or Subtask 2	\$[]	[]
c. Phase or Subtask 3	\$[]	[]
d. Phase or Subtask 4*	\$[]	[]
2. Resident Project Representative Services*	\$[]	[]
TOTAL COMPENSATION (items 1 and 2)	\$[]	
3. Additional Services under Section 2.D above	(N/A)	[]

*Based on a [number]-month continuous construction period.

- 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. [Identify primary Subconsultants]

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—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order

Task Order.

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D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form)

E. Other:

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:

ENGINEER:

By:

By:

Print Name:

Print Name:

Title:

Title:

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

State of:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Name:

Title:

Title:

Task Order.

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Address: _____

Address: _____

E-Mail
Address: _____

E-Mail
Address: _____

Phone: _____

Phone: _____

Date: _____

Date: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

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

PART 4 OF 4: EXHIBITS TO TASK ORDER

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EXHIBITS TO TASK ORDER

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Guidance Notes—Preparing Exhibit A for the Specific Project

1. As published, Exhibit A, Engineer’s Services Under Task Order, contains a comprehensive scope of services, starting with Study and Report Phase services and continuing through Preliminary Design, Final Design, Construction Phase services, Post-Construction services, and potential Additional Services. For each specific Task Order, Owner and Engineer should carefully review and modify Exhibit A to reflect the needs of the Specific Project. In some cases this may entail supplementing the published provisions with more specific or detailed descriptions of services. In other cases the parties may substantially trim the scope of services, for example by narrowing the scope to Study and Report Phase services only, or by reducing the Engineer’s role during construction.
2. Even when most of Exhibit A as published is retained, the user will note that there are many places in which it is necessary to furnish Task Order-specific information, as indicated by notes and prompts.
3. Exhibit A as published is coordinated with the Main Agreement and its exhibits, the Task Order Form, and the other Task Order exhibits; and also with the terms and provisions of related EJCDC documents, most notably with the content of EJCDC® C-700 2018, Standard General Conditions of the Construction Contract, and the other 2018 Construction Series documents. When supplementing or revising Exhibit A for use as an exhibit to a specific Task Order, the user should take care to preserve this coordination, by using consistent terminology, and by noting and addressing any divergence between Engineer’s duties in Exhibit A (as modified) and in other sections of the Agreement or related documents such as C-700.
4. As an acceptable alternative to basing the scope of Engineer’s services on Exhibit A as published, some users prefer to substitute a customized scope of services document. The customized scope of services document may be based on the content of Engineer’s proposal to provide services, on Owner’s specific procurement and construction processes, or on highly specialized descriptions of services. When a customized scope of services is used (as an alternative to basing the scope on Exhibit A as published), the user should take additional precautions to assure coordination of duties, requirements, and terminology within the Agreement, and with respect to related documents.
5. This Exhibit has been drafted in anticipation of use with a Task Order under a Specific Project. (See definition of “Specific Project” in the Main Agreement, Paragraph 7.01.A.) If the term “Project” is

Exhibit A—Engineer’s Services Under Task Order.

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used alone, it should be construed as applying to that Specific Project, unless by context, the use plainly refers to a project or program of which the Specific Project is only a part. Care should be exercised in editing the exhibit to use the term “Specific Project” unless a different concept is intended.

6. This Exhibit A, Engineer’s Services Under Task Order, differs from the Exhibit A (“Engineer’s Services”) that accompanies EJCDC® E-500 in two significant respects: (a) E-500’s Exhibit A begins with a Baseline Information section. In this document, the Baseline Information section has been relocated to the Task Order Form. (b) E-500’s Exhibit A contains a complete Management of Engineering Services section. In this document, the Management of Engineering Services provisions have been relocated to Paragraph 1.03 in the Main Agreement; this is noted in Paragraph 1.01 below.

Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

Guidance Notes—Quantification of Certain Services

1. This Exhibit includes numerous services that, depending on the nature of the Task Order, will likely be provided on multiple occasions, for repetitive activities, or recurring periods or intervals. Examples are progress meetings, responding to requests for information or interpretation (RFI), reviewing Bidder or Contractor “or equals” or substitution requests, and processing Change Proposals.
 - a. Because the quantity of such repetitive activities is wholly dependent upon the needs of the Project, no single or “standard” specified quantity is offered here.
 - b. The general approach of this Exhibit is that Engineer’s Basic Services include a reasonable number of such repetitive activities, unless a bracketed selection or option is provided.
 - c. Excessive quantities of repetitive activities are typically handled as Additional Services.
 - d. The parties may desire specificity as to the quantity of any repetitive service to be provided, both to assure the Owner as to the number of such activities to be included and to facilitate budgeting for Basic Services. Anywhere in this Exhibit A that a repetitive service is stated, the parties may modify the wording to define a specific quantity for the service to be included as a Basic Service.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. See Main Agreement, Paragraph 1.03.

1.02 Study and Report Phase

- A. Engineer shall:
 1. Consult with Owner to define and clarify Owner’s requirements for the Specific Project, including design 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.

Exhibit A—Engineer’s Services Under Task Order.

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- a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:
 - 1) **[List the specific potential solutions to be studied and evaluated here].**
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
 3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
 4. 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 Study and Report Phase.
 5. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
 6. 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 the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
 7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
 8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Specific Project provided to the Engineer or being concurrently prepared for Owner by others.
 9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.
 10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Specific Project Strategies, Technologies, and Techniques."

11. Assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.
13. Utilities, including Underground Facilities
 - a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.
 - b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.
 - c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.
 - d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.
 - e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.
 - 1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.
14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Specific Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey

limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.

15. Prepare a report (the “Report”) which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer’s recommended solution(s).
 - a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Report and receive Owner’s comments.
 16. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. **[List any such tasks or deliverables here].**
 17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
 18. Revise the Report and any other Study and Report Phase deliverables in response to Owner’s comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- B. Engineer’s services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

Guidance Notes—Preliminary Design Phase

1. In the Preliminary Design Phase, all major decisions on the Specific Project’s scope, extent, design criteria, and quality should be finalized, and a preliminary design (usually including preliminary drawings and a preliminary list of expected specifications) established. The Preliminary Design Phase should fully set the stage for development of the final Drawings, Specifications, and other Bidding Documents.
2. The suggested report content included in Exhibit A for the Study and Report Phase (Exhibit A Paragraph 1.02 above) and the Preliminary Design Phase (Exhibit A Paragraph 1.03 below) are general guides to elements and subject matter often contained in such reports, and may be either more or less comprehensive than what is needed to establish the scope of Engineer’s services for the Specific Project.
3. As with all of Exhibit A, the scope for report content is intended to be customized for each particular Specific Project.
4. Many owners, funding agencies, and regulatory authorities have published report guidelines that may be good resources for establishing a report scope. For example, the United States Department of Agriculture, Rural Development (USDA/RD), has developed a template for preliminary engineering reports (PER) which may also be useful guidance for projects without USDA/RD involvement.

5. Often in engineering projects, the interim design submittals are labeled as 30%, 60%, 90%, and 100%, or other percentages based on owner usage, to indicate level of completeness of the overall design. These can be misleading labels, as level of completeness is not easily measured in objective metrics, and, on multidiscipline projects (the rule, not the exception), not all disciplines are at the same level of completeness at every design submittal. EJCDC does not use the percentage system to define design completion status, but as an approximate reference for users who are accustomed to percentages, completion of Engineer's services in the Preliminary Design Phase roughly corresponds to 30% design completion.
6. The Preliminary Design Phase services that follow include specific obligations with respect to utilities at the Site. These should be carefully reviewed and modified as necessary to conform to practices and Laws and Regulations applicable to the Specific Project.

1.03 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Specific Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Specific Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.
- B. Upon written authorization from Owner, Engineer shall:
 1. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
 2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.
 3. Prepare a Preliminary Design Phase Report in the following format: **[specify the format that is appropriate to the scope of the design and sufficient for Owner's purposes—ranging from a consolidated and comprehensive narrative report to an assemblage of required documents]**.
 4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Specific Project. The Preliminary Design Phase Report will consider the following

matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:

- a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Specific Project Goals").
 - b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.
 - c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.
 - d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.
 - e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
 - f. Revised opinions of probable Construction Cost.
 - g. The impact of Specific Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Specific Project on the Specific Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Specific Project Goals necessitate and Owner authorizes;
 - h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
 - i. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.
 - j. Other matters and information pertinent to addressing the Specific Project Goals.
5. In preparing the Preliminary Design Phase Report, 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 and enhanced resiliency, as appropriate, pursuant to Owner's instructions.
 6. Visit the Site as needed to prepare the Preliminary Design Phase Report.
 7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are

necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.

8. Above-Ground Utilities

- a. Review above-ground utilities information obtained from Owner and from observations at the Site.
- b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
- c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.

9. Underground Facilities

- a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.
- b. Such Underground Facilities Procedure must take into account the Site and the nature of the Specific Project.
- c. Use the Underground Facilities Procedure to aid in the performance of design services:
 - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
 - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

10. Mitigation of Utilities Conflicts

- a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
- b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.

- c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.
 - 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.
11. Surveys, Topographic Mapping, and Utility Documentation
- a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
 - b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.
12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.
13. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.

Notes to User—If Engineer will have limited or no involvement in preparing Bidding/Proposal Documents or Front-End Construction Contract Documents, modify the following paragraph. See Guidance Note 3 at Exhibit A Paragraph 1.04.

- 14. Obtain 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/Proposal Documents and Front-End Construction Contract Documents.
 - a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to

include in drafts of the Specific Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.

- b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Specific Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Specific Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.
 - a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.
16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. **[List any such tasks or deliverables here].**
17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.
18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
- C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

Guidance Notes

1. In the Final Design Phase, the Engineer prepares the final Drawings and Specifications. In many cases the Engineer will also prepare or assist in the preparation (by Owner or others) of the bidding and contracting documents.
2. As noted above with respect to the Preliminary Design Phase, in Guidance Note 5, immediately preceding Exhibit A Paragraph 1.03 above, it is common to refer to interim design submittals as 30%, 60%, 90%, and 100%, to indicate the level of completeness of the overall design. Although EJCDC does not use these percentage labels (for the reasons stated in the cited Guidance Note 5 above), for

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reference purposes the Engineer's completion of the Preliminary Design Phase should bring the design to roughly 30% completion. The first draft referred to here in the Final Design Phase (1.04.B.1) is a rough equivalent of 60% completion; the second draft (1.04.B.2) may be thought of as roughly 90% completion; and the third and final draft (1.04.B.3) as 100% completion.

3. Some owners prefer to handle the preparation of construction procurement (by bidding or other selection methods) and the construction contract documents (together commonly referred to as "Division 00" under the Construction Specifications Institute (CSI) MasterFormat™) with little or no involvement by the Engineer, other than with respect to Engineer's preparation or furnishing of the Drawings, Specifications, and other design and technical documents. Instead, such owners rely either on their own in-house staff and legal counsel for such services, or on third-parties such as a construction manager. When such is the case, modify the requirements of Exhibit A Paragraph 1.04.D, regarding Bidding/Proposal Documents and Construction Contract Documents, as well as the contents of Article 2, Owner's Responsibilities, to fit the requirements of the specific engagement.
4. This exhibit has been coordinated for use with the 2018 EJCDC Construction Documents. When other bidding and contract documents will be used on the Specific Project, it is important for the Owner and Engineer to carefully coordinate the Engineer's authority, responsibilities, and scope of services (especially during construction) under such other forms with the provisions of Exhibit A. If the final bidding and contract requirements are not known at the time of the execution of the agreement, some modifications to the Agreement may be needed during the review by the parties under the Construction Phase services in Exhibit A Paragraph 1.06.A.

A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **[Enter number of contracts]**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.
3. In the event that the Work designed or specified by Engineer 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 separate design

professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

- B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:

Notes to User—The number of interim drafts of the Drawings and Specifications (design documents) to be delivered to Owner during the Final Design Phase will vary, depending on Specific Project needs and complexity. The following paragraphs and the associated Exhibit B, Deliverables Schedule, assume delivery of two interim drafts of the design documents during this Phase, followed by delivery of the final Drawings and Specifications—edit to add or remove interim deliveries based on the needs of the Specific Project. Consider adding detail regarding the criteria, objectives, and characteristics of the interim submittals; and note any exceptions to the requirement to include all Drawings and Specifications in each interim delivery.

1. First Final Design Phase draft of all Drawings and Specifications.
 2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.
 3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Specific Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Specific Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final

Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Specific Project.

3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
- E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:
 1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.
 2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:

Notes to User—It may be prudent to specify the number of site visits, especially if field verification of existing facilities is necessary.

1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
2. Assist with or prepare applications for permits and approvals, as follows:
 - a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.
 - b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Specific Project:
 - 1) **[identify specific permit or approval applications]**.
 - c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.
 - d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.
 - e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
 - f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing

agency to discuss the Specific Project and receive the agency's comments on the application.

- g. Engineer does not guarantee issuance of any required permit or approval.
 - h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
 4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Specific Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website.
 5. 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.
 6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.
 7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:
 - a. First draft design review meeting at Owner's office.
 - b. Second draft design review meeting at Owner's office.
 - c. **[Indicate others as appropriate for the Specific Project].**
 - d. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.
 8. Perform or provide the following other Final Design Phase activities or deliverables:
 - a. **[List any such tasks or deliverables here].**
- G. Engineer shall complete the Final Design Phase as follows:
1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.
 2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

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3. 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; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

- A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if 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, if any, for the issued documents.
 - a. **[List method (such as Owner's procurement website, commercial plan room or web service, distribution by Engineer, etc.) that Owner will use for distributing Bidding Documents here]**
 2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.
 3. 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. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.
 4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.
 5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
 6. Consult with Owner as to the qualifications of prospective contractors.
 7. 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.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
 - a. **[List any such tasks or deliverables here].**

10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Specific Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Specific Project.
 1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.
 2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.
- B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
 1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), 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) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.
 - a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than

Engineer) responsible for the additional responsibilities in the Construction Contract.

- b. 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, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
 - c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
2. Field Office: **[Delete or edit as applicable to the Specific Project]** Engineer and Resident Project Representative (if any) will be based in a field office at the Site. The field office will be furnished and maintained at Owner's expense, and will include reasonable furnishings, all required temporary utilities (including internet service) and facilities, and be secured for Engineer's (and RPR's) exclusive use.
3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. **[If Engineer will not be providing RPR services under the specific Task Order, then delete this Paragraph 3 by inserting the word "DELETED" after the paragraph title; do not include Exhibit D as an exhibit to the specific Task Order; and do not include RPR compensation in Paragraph 7 of the Exhibit specific Task Order.]**
4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
7. 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.
8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals,

Exhibit A—Engineer's Services Under Task Order.

Exhibits to Task Order. EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.

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and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

- a. Schedules will be acceptable to Engineer as to form and substance:
 - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
 - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
9. 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.
10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

Notes to User—To the extent that the parties may want to better quantify the number of actual visits for budgeting or quality assurance purposes, it may be advisable to insert at the beginning of Paragraph 11.a an agreed-upon frequency of Engineer's site visits, e.g. "at approximately weekly intervals during periods of active construction" in lieu of the more general "intervals appropriate to the various stages of construction."

- a. Make visits to the Site at intervals appropriate to the various stages of the Work, 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, including its RPR, 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 this Agreement 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 its RPR, 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. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

- b. 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 by this Agreement 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 Specific Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will 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.
12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
- a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
13. 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 Specific Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

14. 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.
15. 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 (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) 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.
16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
17. 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.
18. 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 must 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.
19. 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 and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Specific 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.

21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

22. Inspections and Tests

- a. 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 whether 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.
- b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
- c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
- d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- e. 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.

23. Contractor's 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:

- a. 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. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 24. 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 Exhibit A Paragraph 1.06.B.20. 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 will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.
 - 25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor 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.
 - 26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
 - a. **[List any such tasks or deliverables here].**
 - 27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

- b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
 - d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
- 28. 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.
- C. 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 Contractor. If the Specific Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 - 1. Together with Owner, visit the Specific 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.
 - 2. Together with Owner, visit the Specific 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.
 - 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

- a. [List any such tasks or deliverables here].
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
 - 1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 - 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 - 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 - 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 - 5. Implement coordination of Engineer's services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner

Exhibit A—Engineer's Services Under Task Order.

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furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
 1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.

Exhibit A—Engineer's Services Under Task Order.

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- b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
- 14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- 15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
- 16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- 17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
- 18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.
- 19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
- 20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- 21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
- 22. Supplementing Record Drawings with information regarding the completed Specific Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

Guidance Notes—Preparing Exhibit B for the Specific Project

1. Exhibit B, Task Order Deliverables Schedule, provides a framework for preparing a schedule for Engineer's progress in performing and completing services. It also allows the user to identify related schedule obligations of Owner—for example, the scheduled "turnaround time" for reviewing a specific set of draft documents and providing comments to Engineer. The sample action items in the table in Exhibit B, as published, are based on the scope of engineering services in Exhibit A, as published. EJCDC contemplates that most users will make changes to Exhibit A: corresponding changes should then be made here in Exhibit B.
2. Many users will replace the sample table with a customized progress schedule, perhaps taken from a proposal, or prepared in another format. When this approach is taken, be sure to coordinate the contents of the schedule with Exhibit A, as modified for the Specific Project. Cross-references to specific provisions of the scope document are typically useful in tying the two exhibits together—see Column 3 below.
3. The last three items in the Task Order Deliverables Schedule, as published, are for possible use if Exhibit A requires the delivery of Documents by Engineer in the Bidding/Proposal Phase, Construction Phase, or Post-Construction Phase. If any of these items are used, it may also be appropriate to add a related entry for Owner's review and acceptance of the deliverables, or for other actions.
4. This schedule is focused on the delivery and review of Documents. As part of its services, Engineer will develop and submit an Engineering Services Schedule that will be consistent with the Deliverables Schedule, but will address a broader range of activities. See Exhibit A Paragraph 1.01.A.1.
5. Careful preparation of the Deliverables Schedule, and compliance with the schedule it establishes, will typically have a significant beneficial impact on project success.

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

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit [number] review copies of the Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within [number] days of the Effective Date.
Owner	Submit comments regarding the Report and other Study and Report Phase deliverables to Engineer.	1.02.A.18	Within [number] days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit [number] copies of the revised Report and other Study and Report Phase deliverables to Owner.	1.02.A.18	Within [number] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.

Exhibit B—Task Order Deliverables Schedule.

Exhibits to Task Order. 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.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit [number] review copies of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within [number] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within [number] days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit [number] copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within [number] days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit [number] copies of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within [number] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within [number] days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit [number] copies of the second Final Design Phase drafts of Drawings and Specifications to Owner.	1.04.B.2	Within [number] days of the receipt of Owner's comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit [number] of copies of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	1.04.D.3; 1.04.F.8	Concurrent with submittal to Owner of the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	1.04.B.2	Within [number] days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit [number] copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within [number] days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within [number] days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.

Exhibit B—Task Order Deliverables Schedule.

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Party	Action	Exhibit A Reference	Schedule
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Engineer	Submit to Owner: [number] copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and [number] of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2; 1.04.G.3	Within [number] days of receipt of Owner's final comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit [number] copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	1.05.A.9.a	Within [number] days of written authorization by Owner to proceed with Bidding/Proposal Phase services.
Engineer	Submit [number] copies of Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.06.B.26.a to Owner.	1.06.B.26.a	Within [number] days of [applicable benchmark event such as commencement of the Construction Contract Times]
Engineer	Submit [number] copies of Post-Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.07.A.3.a to Owner.	1.07.A.3.a	Within [number] days of Substantial Completion.

Exhibit B—Task Order Deliverables Schedule.

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EXHIBIT C—RESERVED

Guidance Notes—Exhibit C

1. See Exhibit C—Amendment to Main Agreement, in E-505 Part 2 of 4: Exhibits to Main Agreement.

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Main Agreement, Services of Engineer, and Exhibit A, Engineer's Services Under Task Order, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. 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.
- B. The RPR will provide full-time representation **[revise if representation will be less than full time]**.
- C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, 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 performance 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 Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

- A. The duties and responsibilities of the RPR are as follows:
 1. General: RPR's dealings in matters pertaining to the Work in general will be with 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.
 2. 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.
 3. 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.

4. 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.
5. Liaison
 - a. 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.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. 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.
7. Shop Drawings, Samples, and other Submittals
 - a. Receive Samples that are furnished at the Site by Contractor.
 - b. Receive Contractor-approved Shop Drawings.
 - c. Receive other Submittals from Contractor.
 - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
 - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
 - f. 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.
8. 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.
9. Review of Work; Defective Work
 - a. 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.

- b. 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.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. 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.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. 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.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, 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, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. 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 Proposals, 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.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

- a. Furnish 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.
- b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes 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.

13. 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.

14. 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.

15. Completion

- a. 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.
- b. 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.
- c. 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 E).

1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. 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.
5. 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.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)

Notes to User

1. Exhibit A Paragraph 1.06.B.27 indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations, including those set forth in the form for that purpose, which is attached in Exhibit E, "EJCDC® C-626, Notice of Acceptability of Work." That form is attached on the following pages of this Exhibit E. The C-626 form included here is published by EJCDC as part of the 2018 Construction Series.
2. This Notice of Acceptability of Work is the "written notice" referred to in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.06.C.
3. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 18.01, Giving Notice.

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:

Owner's Project No.:

Engineer:

Engineer's Project No.:

Contractor:

Contractor's Project No.:

Project:

Contract Name:

Notice Date:

Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including

Exhibit E—Notice of Acceptability of Work.

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Page 1 of 2

but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

EXHIBIT F—RESERVED

Guidance Notes—Exhibit F

1. See Exhibit F—Electronic Documents Protocol (EDP), in E-505 Part 2 of 4: Exhibits to Main Agreement.

EXHIBIT G—RESERVED

Guidance Notes—Exhibit G

1. See Exhibit G—Insurance, in E-505 Part 2 of 4: Exhibits to Main Agreement.

EXHIBIT H—RESERVED

Guidance Notes—Exhibit H

1. See Exhibit H—Dispute Resolution, in E-505 Part 2 of 4: Exhibits to Main Agreement.

EXHIBIT I—RESERVED

Guidance Notes—Exhibit I

1. See Exhibit I—Limitations of Liability, in E-505 Part 2 of 4: Exhibits to Main Agreement.



Pledging of Securities Collateral
September 30, 2021

Bank Accounts		Account #	Bank Balance	FDIC Covered	Amount to be Covered by Pledging	Bank Actual Pledged	Pledged %	Source
1st International Bank								
Money Market Checking				\$0.00	\$0.00	\$0.00	0%	FDIC
Escrow Account	3232	22,423.80	22,423.80	0.00	0.00	0.00	0%	FDIC
ICS Savings	605	85,188,010.75	85,188,010.75	0.00	0.00		0%	FDIC
ICS savings	323	14,664,252.14	14,664,252.14	0.00	0.00	0.00	100%	FDIC
Water and Sewer Bonds	3323	0.00		0.00			0%	FDIC
Alerus Financial								
Money Market Checking	005	269,667.92	250,000.00	0.00	0.00	0.00	0%	
ICS Checking		0.00	0.00	0.00	0.00	0.00	0%	FDIC
ICS MMKT	005	2,804,513.88	2,804,513.88	0.00	0.00	0.00	0%	FDIC
Bell State Bank	0239	5,502,706.11	250,000.00	5,252,706.11	6,000,000.00		114%	BND Irrevocable LOC's 7362 & 7388
Choice Financial	4131	10,470,279.44	250,000.00	10,220,279.44	11,200,000.00		110%	BND Pledge Pool LOC 7438
Totals		\$118,921,854.04	\$103,429,200.57	\$15,472,985.55	\$17,200,000.00			

Prepared by: Tracy Johnson, Senior Accountant



IRREVOCABLE STANDBY LETTER OF CREDIT

BANK OF NORTH DAKOTA

INVESTMENTS

SFN 60360 (10-2013)

Irrevocable Standby Letter of Credit Number 7362	Issue Date 4/23/2021	Expiration Date 10/20/2021
Name and Address of Entity and Contact City of West Fargo Attn: Tina Gufstafson 800 4th Ave East West Fargo, ND 58078		

Bank of North Dakota Customer
Bell Bank

We hereby establish our irrevocable standby credit in your favor on the behalf of our Customer ("Customer") , for the account indicated above, for a sum or sums not exceeding in all \$ 3,000,000.00 DOLLARS UNITED STATES CURRENCY (the "Stated Amount") and authorize you to draw on the Bank of North Dakota (the "Bank"), for account of "Customer"), available by your presentation made at our office located at 1200 Memorial Highway, Bismarck, North Dakota 58504-5509 of:

- (1) A written certificate, appropriately completed, signed by you in the form of Exhibit "A" attached hereto; and
- (2) All certificates of deposit, savings account passbooks or other documents evidencing deposits of public funds by you with our Customer, including the amounts and account numbers.

We hereby agree that all drawings under and in compliance with the terms of this Letter of Credit will be duly honored by us upon compliance with the terms as specified above, if presented at our office on or before the expiration date hereof. A drawing under this Letter of Credit may also be made in the form of a writing, in the form provided for above and transmitted by any telecommunication facility sent by you and received by us at our office indicated above, provided that you undertake in such writing to send us the appropriate certificate and information referred to above within three business days of sending such writing. If requested by you, payment under this Letter of Credit may be made by deposit of immediately available funds into a designated account that you maintain with us. If a drawing made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we will give you prompt notice stating the reasons therefore and that we are holding any documents presented to us at your disposal or are returning the same to you, at our discretion. Upon being notified that the drawing was not in accordance with the Letter of Credit, you may attempt to correct any such drawing if, and to the extent that, you are entitled (without regard to the provision of this sentence) and able to do so. As used herein "business day" shall mean any day other than a Saturday, Sunday or a day on which financial institutions in the State of North Dakota are authorized or required by law to close.

Drawings in respect to payments hereunder honored by us shall not, in the aggregate, exceed the stated amount. It is a condition that the amount of the credit available with respect to this Letter of Credit relating to any deposit of public funds with the Customer will be automatically reduced by the amount of any withdrawals made by you from the deposit.

Only you may make a drawing under this Letter of Credit. Upon the payment to you, to your designee or to your account of the amount specified in a certificate drawn hereunder, we shall be fully discharged on our obligation under this Letter of Credit with respect to such certificates and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such certificates to you or any other person.

This Letter of Credit shall automatically terminate and be delivered to the Bank for cancellation upon the earlier of (i) the making by you of a drawing which reduces the available balance of the public funds deposited with the Customer to \$0, or (ii) the expiration date of this Letter of Credit.

EXHIBIT A
CERTIFICATE AND SIGHT DRAFT

To: Bank of North Dakota
1200 Memorial Highway
Bismarck, ND 58504-5509

At sight pay to the order of

Name of Payee	Amount
---------------	--------

This draft is drawn under

Irrevocable Standby Letter of Credit Number ("Letter of Credit") 7362	Dated
--	-------

Issued by Bank of North Dakota

The undersigned, a duly authorized officer of the above-named Payee, hereby certifies to The Bank of North Dakota (the "Bank"), with reference to the above Irrevocable Standby Letter of Credit (any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in the favor of the Payee, that:

- (1) The Payee is making a drawing with respect to the payment of amounts due it from:

Name of Customer

- (2) The Payee has contacted the Customer and requested return of the public funds deposited with the Customer and that five business days have passed from the date of Payees request and the Customer has refused to return the public funds as requested.
- (3) The following listing identifies the amount of the public funds and the accounts in which those public funds are deposited:
- (4) The Payee has included with this Certificate all documents required by the Customer to claim title to the public funds deposited with Customer including all certificates of deposit, savings account passbooks or other documents required by the Customer.

- (5)
- | | |
|---|--|
| Amount of Request to Draw on this Certificate | Not to Exceed this Amount (includes amounts of all previous drafts) |
|---|--|

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate and sight draft as of the ____ day of _____, 20____.

Name	Title
------	-------



IRREVOCABLE STANDBY LETTER OF CREDIT
BANK OF NORTH DAKOTA
INVESTMENTS
SFN 60360 (10-2013)

Irrevocable Standby Letter of Credit Number 7388	Issue Date 6/11/2021	Expiration Date 12/10/2021
Name and Address of Entity and Contact City of West Fargo Attn: Jim Larson 800 4th Ave East West Fargo, ND 58078		

Bank of North Dakota Customer Bell Bank
--

We hereby establish our irrevocable standby credit in your favor on the behalf of our Customer ("Customer") , for the account indicated above, for a sum or sums not exceeding in all \$ 3,000,000.00 DOLLARS UNITED STATES CURRENCY (the "Stated Amount") and authorize you to draw on the Bank of North Dakota (the "Bank"), for account of "Customer"), available by your presentation made at our office located at 1200 Memorial Highway, Bismarck, North Dakota 58504-5509 of:

- (1) A written certificate, appropriately completed, signed by you in the form of Exhibit "A" attached hereto; and
- (2) All certificates of deposit, savings account passbooks or other documents evidencing deposits of public funds by you with our Customer, including the amounts and account numbers.

We hereby agree that all drawings under and in compliance with the terms of this Letter of Credit will be duly honored by us upon compliance with the terms as specified above, if presented at our office on or before the expiration date hereof. A drawing under this Letter of Credit may also be made in the form of a writing, in the form provided for above and transmitted by any telecommunication facility sent by you and received by us at our office indicated above, provided that you undertake in such writing to send us the appropriate certificate and information referred to above within three business days of sending such writing. If requested by you, payment under this Letter of Credit may be made by deposit of immediately available funds into a designated account that you maintain with us. If a drawing made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we will give you prompt notice stating the reasons therefore and that we are holding any documents presented to us at your disposal or are returning the same to you, at our discretion. Upon being notified that the drawing was not in accordance with the Letter of Credit, you may attempt to correct any such drawing if, and to the extent that, you are entitled (without regard to the provision of this sentence) and able to do so. As used herein "business day" shall mean any day other than a Saturday, Sunday or a day on which financial institutions in the State of North Dakota are authorized or required by law to close.

Drawings in respect to payments hereunder honored by us shall not, in the aggregate, exceed the stated amount. It is a condition that the amount of the credit available with respect to this Letter of Credit relating to any deposit of public funds with the Customer will be automatically reduced by the amount of any withdrawals made by you from the deposit.

Only you may make a drawing under this Letter of Credit. Upon the payment to you, to your designee or to your account of the amount specified in a certificate drawn hereunder, we shall be fully discharged on our obligation under this Letter of Credit with respect to such certificates and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such certificates to you or any other person.

This Letter of Credit shall automatically terminate and be delivered to the Bank for cancellation upon the earlier of (i) the making by you of a drawing which reduces the available balance of the public funds deposited with the Customer to \$0, or (ii) the expiration date of this Letter of Credit.

EXHIBIT A
CERTIFICATE AND SIGHT DRAFT

To: Bank of North Dakota
1200 Memorial Highway
Bismarck, ND 58504-5509

At sight pay to the order of

Name of Payee	Amount
---------------	--------

This draft is drawn under

Irrevocable Standby Letter of Credit Number ("Letter of Credit") 7388	Dated
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Issued by Bank of North Dakota

The undersigned, a duly authorized officer of the above-named Payee, hereby certifies to The Bank of North Dakota (the "Bank"), with reference to the above Irrevocable Standby Letter of Credit (any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in the favor of the Payee, that:

- (1) The Payee is making a drawing with respect to the payment of amounts due it from:

Name of Customer

- (2) The Payee has contacted the Customer and requested return of the public funds deposited with the Customer and that five business days have passed from the date of Payees request and the Customer has refused to return the public funds as requested.
- (3) The following listing identifies the amount of the public funds and the accounts in which those public funds are deposited:
- (4) The Payee has included with this Certificate all documents required by the Customer to claim title to the public funds deposited with Customer including all certificates of deposit, savings account passbooks or other documents required by the Customer.

- (5)
- | | |
|---|--|
| Amount of Request to Draw on this Certificate | Not to Exceed this Amount (includes amounts of all previous drafts) |
|---|--|

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate and sight draft as of the ____ day
of _____, 20____.

Name	Title
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**NOTIFICATION TO PARTICIPANTS
OF
ALERUS FINANCIAL, GRAND FORKS, ND
PLEDGE POOL**

In accordance with NDCC'21-04-09, Alerus Financial provided a security schedule to Bank of North Dakota, as custodian, on September 30, 2021. This schedule reported uninsured public deposits of \$100,828,768.00 requiring a 110% pledge requirement for a total of \$110,911,644.80. Bank of North Dakota verifies the current par value of securities pledged to Alerus Financial - Grand Forks /Pledge Pool ID PGRF, as of September 30, 2021, is \$139,440,292.06.

Dated October 1, 2021
The Bank of North Dakota, as Custodian

By 
Its Treasurer

GRAND FORKS-ALERUS
KATIE DARLING
2300 S COLUMBIA RD
GRAND FORKS, ND, 58206-6001

Client Code: pgrf
Client Name: PLEDGE POOL-ALERUS FIN G FORKS
As of: 10/01/2021
Retention Date: 2/1/2028

Pledged Custody Holdings for Currency USD

Security	Receipt	Trade Date	Pledge Date	New Pledge	Current Face Pledged	Original Face Pledged	Description	Rate	Maturity
041042C91	174021560	6/8/2017	04/18/18		2,060,000.00	2,060,000.00	ARKANSAS ST GO	2.8	7/1/2027
07780RDB4	174029081	12/23/2019	05/01/21		315,000.00	315,000.00	BELGRADE BROOTEN ELROSA MN GO	4	2/1/2023
07780RDD0	174029083	12/23/2019	10/01/21	*	340,000.00	340,000.00	BELGRADE BROOTEN ELROSA MN GO	4	2/1/2025
091608RB7	174031418	6/11/2020	08/19/20		1,000,000.00	1,000,000.00	BISMARCK ND PUB SCH DIST GO	1.375	5/1/2026
091608RC5	174031419	6/11/2020	11/18/20		1,875,000.00	1,875,000.00	BISMARCK ND PUB SCH DIST GO	1.5	5/1/2027
091608RD3	174031420	6/11/2020	12/21/20		1,000,000.00	1,000,000.00	BISMARCK ND PUB SCH DIST GO	1.7	5/1/2028
091608RE1	174031421	6/11/2020	11/18/20		2,000,000.00	2,000,000.00	BISMARCK ND PUB SCH DIST GO	1.8	5/1/2029
091608RF8	174031422	6/11/2020	11/18/20		1,955,000.00	1,955,000.00	BISMARCK ND PUB SCH DIST GO	1.9	5/1/2030
126673TD4	166002288	6/5/2007	05/22/19		29,968.83	1,630,000.00	CWL 2004-S1 A3	5.115	2/25/2035
137781AP5	174017621	3/8/2016	03/24/16		395,000.00	395,000.00	CANNON TWP MI GO	3	11/1/2030
137781AQ3	174017622	3/8/2016	03/24/16		445,000.00	445,000.00	CANNON TWP MI GO	3	11/1/2031
137781AS9	174017625	3/8/2016	03/24/16		1,625,000.00	1,625,000.00	CANNON TWP MI GO	3	11/1/2035
179093KU2	174032674	10/1/2020	11/18/20		3,000,000.00	3,000,000.00	CLACKAMAS CNTY OR SCH DIST GO	1.25	6/15/2028
179093KV0	174032673	10/1/2020	11/18/20		3,000,000.00	3,000,000.00	CLACKAMAS CNTY OR SCH DIST GO	1.33	6/15/2029
179093KW8	174032672	10/1/2020	11/18/20		2,900,000.00	2,900,000.00	CLACKAMAS CNTY OR SCH DIST GO	1.43	6/15/2030
179093KX6	174032671	10/1/2020	11/18/20		1,720,000.00	1,720,000.00	CLACKAMAS CNTY OR SCH DIST GO	1.58	6/15/2031
254278JK1	174029132	12/30/2019	05/01/21		600,000.00	600,000.00	DILWORTH-GLYNDON-FELTON MN GO	2	2/1/2030
254278JL9	174029123	12/30/2019	03/17/20		270,000.00	270,000.00	DILWORTH-GLYNDON-FELTON MN GO	2	2/1/2031
254278JM7	174029124	12/30/2019	05/11/20		280,000.00	280,000.00	DILWORTH-GLYNDON-FELTON MN GO	2	2/1/2032
278407NZ0	174028323	10/30/2019	05/11/20		805,000.00	805,000.00	EAU CLAIRE CNTY WI PROM NTS GO	2	9/1/2029
3128M6JL3	174018637	6/23/2016	01/07/19		105,484.12	2,950,000.00	FHLMC POOL G04467	6	9/1/2035
3128M8WC7	161002091	8/4/2009	12/22/15		33,090.40	5,819,954.00	FHLMC POOL G13143	5	4/1/2023
3128M8YF8	169000954	9/17/2010	12/22/15		4,059.11	1,000,000.00	FG G13232	5	6/1/2023
3128MCQT5	174017854	3/24/2016	03/24/16		109,179.58	3,100,000.00	FHLMC POOL G13866	4.5	8/1/2025
3128MDLY7	174018695	6/29/2016	01/28/19		435,070.20	4,000,000.00	FHLMC POOL G14643	4	8/1/2026
3128MDVV2	174018861	7/18/2016	01/07/19		341,950.59	3,000,000.00	FHLMC POOL G14928	4	11/1/2028
3128MDVW9	174011053	4/30/2014	09/24/14		1,118,198.35	5,500,000.00	FHLMC POOL G14961	3.5	1/1/2029
3128P75K5	174017855	3/24/2016	03/24/16		467,794.91	1,956,000.00	FHLMC POOL C91750	4.5	1/1/2034
3128P7QT3	174018862	7/18/2016	04/08/19		322,109.05	3,700,000.00	FHLMC C91366	4.5	4/1/2031
3128P7QU0	174017856	3/24/2016	03/24/16		378,576.76	5,525,000.00	FHLMC POOL C91367	5	4/1/2031
3128P7RX3	174017857	3/24/2016	03/24/16		479,525.39	4,304,944.00	FHLMC GOLD C91402	4	10/1/2031
3128P7TZ6	174017858	3/24/2016	03/24/16		728,387.35	4,100,000.00	FHLMC POOL C91468	4	7/1/2032
3128PKPD0	174022189	9/1/2017	05/17/19		6,509.27	3,486,320.00	FHLMC POOL J07620	4.5	4/1/2023
3128PSQ75	174018868	7/18/2016	07/26/19		134,281.69	3,630,000.00	FHLMC POOL J13178	3.5	10/1/2025
31294NM81	174017859	3/24/2016	03/24/16		142,508.17	2,050,000.00	FHLMC POOL E03083	3.5	3/1/2027
3137ABMQ1	174018869	7/18/2016	04/29/19		193,777.78	3,300,000.00	FHLMC REMIC SERIES 3880 GA	4	12/15/2040
3137ACP37	185000898	10/9/2018	04/29/19		11,458.86	21,500,000.00	FHLMC REMIC 3879 NW	4	9/15/2040
3137B2ZH6	185002007	12/26/2018	05/17/19		487,971.35	11,230,000.00	FHLMC REMIC SERIES 4221 HJ	1.5	7/15/2023
3137B4JP2	185000830	9/28/2018	05/22/19		615,125.06	6,900,000.00	FHLMC REMIC SERIES 4251	3	2/15/2027
3137FW5K2	174032317	8/31/2020	09/21/20		5,191,971.60	10,000,000.00	FHLMC REMIC SERIES 5012 AH	2	5/25/2041
3137FWYL8	174032643	9/30/2020	10/28/20		6,910,709.70	10,000,000.00	FHLMC FHR 5020 KA CMO	2	4/25/2040
3137FWYL8	174032644	9/30/2020	10/28/20		6,910,709.70	10,000,000.00	FHLMC FHR 5020 KA CMO	2	4/25/2040
3138AFDZ0	174017860	3/24/2016	03/24/16		308,966.32	4,827,976.00	FNMA POOL A11919	4	4/1/2026
3138E24F9	174017861	3/24/2016	03/24/16		162,162.22	2,000,000.00	FNMA POOL A9821	3.5	12/1/2026
3138EH7M8	174017862	3/24/2016	03/24/16		672,743.69	5,650,000.00	FNMA POOL AL1799	3.5	4/1/2027
3138EK853	174017863	3/24/2016	03/24/16		619,795.44	4,000,000.00	FNMA POOL AL2759	4	9/1/2032
3138KEY77	174018976	6/22/2016	06/26/18		322,932.54	3,500,000.00	FNMA POOL AL2850	4	9/1/2026
3138ELK85	174018640	6/23/2016	07/26/19		163,994.98	2,000,000.00	FNMA POOL AL3918	4.5	1/1/2027
3138ELKY8	174018696	6/29/2016	05/17/19		403,759.44	2,000,000.00	FNMA POOL AL3910	4	8/1/2033
3138ELQA4	174018697	6/29/2016	07/26/19		156,555.46	1,175,000.00	FNMA POOL AL4048	3	3/1/2028
3138EMAC5	174018642	6/23/2016	12/21/18		557,066.13	3,000,000.00	FNMA POOL AL4502	4	11/1/2028
3138XT3H6	174017424	2/23/2016	07/26/19		280,901.56	1,001,374.00	FNMA POOL AW4399	3	5/1/2029
3139216U7	174016835	12/22/2015	12/22/15		29,803.90	2,500,000.00	FNMA REMIC 2001-W4 AF6 ABS	5.61	1/25/2032
31397RC46	174016826	12/22/2015	12/22/15		2,791.24	2,000,000.00	FHLMC REMIC SERIES 3416 BJ	4	2/15/2023
31398RF42	169001155	12/30/2010	12/30/10		67,538.35	12,200,000.00	FNMA	3	6/25/2025
31402C4H2	166003947	4/21/2008	08/29/11		27,995.77	2,100,000.00	FNMA POOL 725424	5.5	4/1/2034
31402CVV1	174017426	2/23/2016	07/26/19		292,438.64	24,400,000.00	FNMA POOL 725228	6	3/1/2034
31404UDQ0	161003087	1/11/2010	12/29/10		600,072.00	25,000,000.00	FNMA POOL 778711	2.16	5/1/2034
3140H4BN3	174024221	5/14/2018	12/21/18		513,843.38	1,884,576.00	FNMA POOL BJ2744	4	5/1/2048
3140KLPB2	174032458	9/14/2020	03/31/21		14,834,660.31	15,719,426.00	FNMA POOL FN BQ1317 UMBS 30 YR	2	8/1/2050
31414SAC7	161002090	8/4/2009	11/30/10		17,018.91	3,163,725.00	FNMA POOL 974403	4.5	4/1/2023
31417Y3A3	174017429	2/23/2016	07/26/19		251,514.46	2,575,000.00	FNMA POOL MA0792	4.5	7/1/2031
31417Y3A3	174018698	6/29/2016	12/23/19		158,234.34	1,620,000.00	FNMA POOL MA0792	4.5	7/1/2031
31417Y6X0	175002850	4/30/2014	03/19/15		758,783.71	9,600,000.00	FNMA MA0885	3.5	10/1/2031
31417Y798	174018643	6/23/2016	09/23/19		170,908.70	2,250,000.00	FNMA POOL MA0575	4.5	11/1/2030
31417YYS0	174017430	2/23/2016	03/02/16		522,960.18	5,197,500.00	FNMA MA0720	5	4/1/2031
343400DY0	174032204	8/19/2020	12/21/20		650,000.00	650,000.00	FLOUR BLUFF TX IND SCH DIST GO	5	8/15/2028
343400EA1	174032202	8/19/2020	03/02/21		565,000.00	565,000.00	FLOUR BLUFF TX IND SCH DIST GO	5	8/15/2030

GRAND FORKS-ALERUS
KATIE DARLING
2300 S COLUMBIA RD
GRAND FORKS, ND, 58206-6001

Client Code: pgrf
Client Name: PLEDGE POOL-ALERUS FIN G FORKS
As of: 10/01/2021
Retention Date: 2/1/2028

Pledged Custody Holdings for Currency USD

Security	Receipt	Trade Date	Pledge Date	New Pledge	Current Face Pledged	Original Face Pledged	Description	Rate	Maturity
698873F84	174033586	12/3/2020	03/02/21		500,000.00	500,000.00	PAPILLION-LA VISTA NE SCH GO	0.365	12/1/2022
702334EC3	174032228	8/20/2020	03/02/21		500,000.00	500,000.00	PASADENA TX INDP SCH GO	5	2/15/2025
702334EJ8	174032224	8/20/2020	03/02/21		500,000.00	500,000.00	PASADENA TX INDPT SCH GO	1.569	2/15/2031
702334EK5	174032226	8/20/2020	12/21/20		600,000.00	600,000.00	PASADENA TX IND SCH GO	1.669	2/15/2032
713567HG3	174032139	8/13/2020	12/21/20		925,000.00	925,000.00	PEQUOT LAKES MN ISD GO	0.726	2/1/2024
713567HK4	174032134	8/13/2020	05/01/21		300,000.00	300,000.00	PEQUOT LAKES MN ISD GO	1.202	2/1/2027
713567HN8	174032135	8/13/2020	08/18/21		305,000.00	305,000.00	PEQUOT LAKES MN ISD GO	1.613	2/1/2030
722647LZ5	185008003	4/13/2021	03/02/21		650,000.00	650,000.00	PINE ISLAND MN IND SCH DIST GO	4	2/1/2025
722647MA9	185008004	1/13/2021	03/02/21		500,000.00	500,000.00	PINE ISLAND MN IND SCH DIST GO	4	2/1/2026
728350LV9	175006914	11/28/2016	06/16/17		1,190,000.00	1,190,000.00	PLEASANT HILL IA STREET IMP GO	2	6/1/2023
763326CQ6	174019882	11/17/2016	06/16/17		530,000.00	530,000.00	RICHFIELD MN REF SER B GO	2	2/1/2028
76819KEZ7	174018029	4/13/2016	10/04/16		240,000.00	240,000.00	RIVER FALLS WI SEW SYS REV	3	5/1/2028
76819KDA1	174018030	4/13/2016	10/04/16		245,000.00	245,000.00	RIVER FALLS WI SEW SYS REV	3	5/1/2029
76819KDB9	174018031	4/13/2016	10/04/16		255,000.00	255,000.00	RIVER FALLS WI SEW SYS REV	3	5/1/2030
76819KDC7	174018032	4/13/2016	10/04/16		260,000.00	260,000.00	RIVER FALLS WI SEW SYS REV	3	5/1/2031
76819KDD5	174018033	4/13/2016	10/04/16		270,000.00	270,000.00	RIVER FALLS WI SEW SYS REV	3	5/1/2032
76819KDF0	174018034	4/13/2016	10/04/16		300,000.00	300,000.00	RIVER FALLS WI SEW SYS REV	3	5/1/2034
787277LQ3	174017394	2/22/2016	03/02/16		570,000.00	570,000.00	ST ANTHONY MN IND SCH DIST GO	3	2/1/2022
787277LR1	174017395	2/22/2016	03/02/16		580,000.00	580,000.00	ST ANTHONY MN IND SCH DIST GO	3	2/1/2023
797272RG8	174028181	10/16/2019	11/18/20		2,500,000.00	2,500,000.00	SAN DIEGO CA CMNTY CLG DIST GO	3.316	8/1/2041
812627EA1	174021602	6/14/2017	04/11/18		680,000.00	680,000.00	SEATTLE WA REF & IMP TAXABL GO	2.8	11/1/2026
833715HF5	174031436	6/11/2020	03/02/21		500,000.00	500,000.00	SOCORRO TX IND SCH DIST GO	5	8/15/2026
833715HH1	174031438	6/11/2020	12/21/20		750,000.00	750,000.00	SOCORRO TX IND SCH DIST GO	5	8/15/2028
833715HJ7	174031440	6/11/2020	11/18/20		1,250,000.00	1,250,000.00	SOCORRO TX IND SCH DIST GO	5	8/15/2029
879743PA4	174032419	9/10/2020	03/02/21		500,000.00	500,000.00	TEMPE AZ UNIO HIGH SCH DIST GO	1.494	7/1/2029
879743PB2	174032420	9/10/2020	03/02/21		500,000.00	500,000.00	TEMPE AZ UNIO HIGH SCH DIST GO	1.594	7/1/2030
879743PC0	174032421	9/10/2020	03/02/21		500,000.00	500,000.00	TEMPE AZ UNIO HIGH SCH DIST GO	1.714	7/1/2031
879743PD8	174032423	9/10/2020	12/21/20		755,000.00	755,000.00	TEMPE AZ UNIO HIGH SCH DIST GO	1.814	7/1/2032
883883PG9	174031391	6/10/2020	12/21/20		750,000.00	750,000.00	THIEF RIVER FALLS MN ISD GO	3	2/1/2027
883883PH7	174031393	6/10/2020	03/02/21		850,000.00	850,000.00	THIEF RIVER FALLS MN ISD GO	2.08	2/1/2028
883883PJ3	174031392	6/10/2020	03/02/21		850,000.00	850,000.00	THIEF RIVER FALLS MN ISD GO	2.13	2/1/2029
883883PK0	174031390	6/10/2020	03/02/21		550,000.00	550,000.00	THIEF RIVER FALLS MN ISD GO	2.23	2/1/2030
901561HZ6	174032503	9/16/2020	12/21/20		775,000.00	775,000.00	TWIN FALLS CNTY ID SCH DIST GO	4	9/15/2028
901561JA9	174032506	9/16/2020	11/18/20		1,250,000.00	1,250,000.00	TWIN FALLS CNTY ID SCH DIST GO	4	9/15/2029
901561JB7	174032504	9/16/2020	12/21/20		1,000,000.00	1,000,000.00	TWIN FALLS CNTY ID SCH DIST GO	1.531	9/15/2030
901561JC5	174032505	9/16/2020	11/18/20		1,080,000.00	1,080,000.00	TWIN FALLS CNTY ID SCH DIST GO	1.631	9/15/2031
911760DD5	166005510	2/4/2002	10/31/08		27,812.73	2,000,000.00	US DEPT VET AFFAIRS	5.073	2/15/2024
930047MU6	174016951	1/11/2016	03/02/16		1,185,000.00	1,185,000.00	WACONIA MN IND SCH DIST GO	4	2/1/2024
930047NB7	174019463	9/29/2016	11/10/16		780,000.00	780,000.00	WACONIA MN IND SCH DIST GO	2	2/1/2022
930047NC5	174019462	9/29/2016	11/10/16		685,000.00	685,000.00	WACONIA MN IND SCH DIST GO	2	2/1/2023
930047ND3	174019461	9/29/2016	11/10/16		680,000.00	680,000.00	WACONIA MN IND SCH DIST GO	2	2/1/2024
930047NE1	174019464	9/29/2016	11/10/16		845,000.00	845,000.00	WACONIA MN IND SCH DIST GO	2	2/1/2025
930047NF8	174019459	9/29/2016	11/10/16		520,000.00	520,000.00	WACONIA MN IND SCH DIST GO	2	2/1/2026
930047NG6	174019457	9/29/2016	11/10/16		310,000.00	310,000.00	WACONIA MN IND SCH DIST GO	2	2/1/2027
930047NH4	174019456	9/29/2016	11/10/16		300,000.00	300,000.00	WACONIA MN IND SCH DIST GO	2	2/1/2028
933570BB8	174017457	2/23/2016	03/02/16		500,000.00	500,000.00	WALWORTH WI JT SCH DIST GO	3	3/1/2026
938429V95	174031679	6/30/2020	11/18/20		1,500,000.00	1,500,000.00	WASHINGTON CNTY OR SCH DIST GO	1.593	6/15/2028
938429W45	174031680	6/30/2020	11/18/20		3,000,000.00	3,000,000.00	WASHINGTON CNTY OR SCH DIST GO	1.843	6/15/2031
938429W60	174031678	6/30/2020	11/18/20		1,500,000.00	1,500,000.00	WASHINGTON CNTY OR SCH DIST GO	2.043	6/15/2033

Total Current Face \$ 139,450,292.06

Total Original Face \$ 424,961,635.00

***Collateral substituted**
387370XT1 \$330,000 02/02/28

ALERUS

October 8, 2021

Tina Gustafson
City of West Fargo
800 4th Street E., Ste 1
West Fargo, ND 58078

Dear Tina:

Enclosed is the quarterly certification of security collateral held in the Pledge Pool at the Bank of North Dakota. This can be used as the source document for your Board of Director's approval.

As a participant in the Pledge Pool, our records indicate you have \$323,589 of demand deposit or money market balances, along with \$0 of certificates of deposit secured as of September 30, 2021. Please contact us if these amounts do not agree with your records.

If you have any questions regarding the certification, please feel free to contact me at the number or e-mail address listed below.

Sincerely,



Mandi Streeter, CPA
Staff Accountant

Alerus

401 DeMers Avenue, Grand Forks, ND 58201

701.795.3276 | Office

701.330.2644 | Cell

alerus.com

BANKING :: MORTGAGE :: RETIREMENT :: WEALTH MANAGEMENT

**NOTIFICATION TO PARTICIPANTS
OF
CHOICE FINANCIAL, GRAFTON, ND
PLEDGE POOL**

In accordance with NDCC'21-04-09, Choice Financial provided a security pledge schedule to Bank of North Dakota, as custodian, on September 30, 2021. This schedule reported uninsured public deposits of \$84,281,352.00 requiring a 110% pledge requirement for a total of \$92,709,487.20. Bank of North Dakota verifies the current par value of securities pledged to Choice Financial-Grafton/Pledge Pool ID PGRA, as of September 30, 2021, is \$119,000,000.00.

Dated October 4, 2021
The Bank of North Dakota, as Custodian

By 
Its Treasurer



MEMORANDUM

To: Pledge Pool Participants

From: Raela E Kalis
Senior Accounting Specialist
Choice Bank

Subject: Quarterly Pledge Information

Date: October 7, 2021

Enclosed is a copy of the Notification to Participants of the Choice Financial Pledge Pool. This Statement confirms the adequacy of Choice Financial pledges for public funds on deposit in the bank as of September 30, 2021. Please retain this information for use during financial audits of your organization.

Questions regarding pledge coverage should be directed to me at 701-549-3761. I will be happy to help you in any way I can.

Thank you.

A handwritten signature in black ink that reads "Raela E. Kalis". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Raela E. Kalis
Senior Accounting Specialist

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 515-5370 DATE: October 15, 2021
3. AGENDA TITLE:
Public Hearing and 1st Reading - Zoning Ordinance Amendment to 4-434 DMU:
Downtown Mixed Use District
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Zoning Ordinance Amendment Standards to 434.4.2.B DMU: Downtown Mixed
Use District regarding setbacks for new construction. The proposed amendment
states that a minimum side or rear yard setback of 20 feet for each additional
floor above 35 feet is required where new construction is adjacent to one and
two-family zoning districts
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
N/A.
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Hold First Reading and Public Hearing on the Zoning Ordinance Amendment.

STAFF REPORT

A21-38 ZONING ORDINANCE AMENDMENTS	
Zoning Ordinance Amendment to 4-434 DMU: Downtown Mixed Use District	
Applicant: City of West Fargo	Staff Contact: Lisa Sankey
Planning and Zoning Commission Public Hearing:	10/12/2021 – Approval
City Commission Public Hearing & 1st Reading:	11/01/2021
2 nd Reading:	

PURPOSE:

Amendment to the DMU: Downtown Mixed Use Mixed Use District

DISCUSSION AND OBSERVATIONS:

- When the DMU: Downtown Mixed Use District was adopted by the City Commission on January 6, 2020 a section regarding setbacks for new construction of multi-use buildings adjacent to residential properties was presented and included in the 2nd reading; however, was not published in the text. This proposed amendment would add this to the current ordinance under Section 4-434.4.2.B.
- The proposed amendment states that a minimum side or rear yard setback of 20 feet for each additional floor above 35 feet is required where new construction is adjacent to one and two-family zoning districts.

NOTICES:

Sent to: Notice in the newspaper and to City Departments

Comments Received:

- None to date.

CONSISTENCY WITH COMPREHENSIVE PLAN AND OTHER APPLICABLE CITY PLANS AND ORDINANCES:

- The proposed amendments do not make major substantive changes to the existing ordinances and are consistent with the Comprehensive Plan. The amendment will increase compatibility with any potential adjacent lower density residential districts.

RECOMMENDATIONS:

Staff is recommending approval of the proposed amendment.

PLANNING AND ZONING RECOMMENDATION:

At their October 12, 2021 meeting the Planning and Zoning Commission recommended approval of the proposed zoning ordinance amendment.

4-434. "DMU" DOWNTOWN MIXED USE DISTRICT.

Source: Ord. 1148, Sec. 3 (2020); Ord. 1186, Sec. 1 (2021)

4-434.1. Statement of Intent. The intent of the DMU District is to provide elements which promote the principles of good planning and design as outlined in West Fargo 2.0. The elements are walkability, connectivity, mixed-use, scale, intensity and hidden parking. New development, redevelopment, or the reuse of existing land and buildings should be encouraged to better meet the local goal of achieving more walkable and bikeable corridors and a better connected village core. Additional growth and development within this connected village core is most desirable due to the presence of existing infrastructure and proximity of services. New development and redevelopment within this district should create and/or contribute to the character of a district that supports the City's goal of providing a cultural core of the community that creates a place residents come to gather and a place that is exciting to visit. New development and redevelopment should encourage civic pride, social and economic activity, and provide for a neighborhood that exemplifies the identity of West Fargo.

4-434.2. Uses. All uses are permitted in the DMU District, except the following uses, as defined in Section 4-200, which are not considered consistent with the intent of the district due to the inability to provide compatibility with the variety of traditional uses found within the district:

1. Adult Entertainment Center
2. Behavioral Health Care Facility
3. Heavy Industrial Uses

4-434.3 Site Design Standards.

1. Building Orientation.

- A. All ground level facades facing a public or approved private street must meet the following requirements.
 - i. Functioning building entries must be provided every 70 feet along street facades. Entries must lead to habitable space.
 - ii. Where a building fronts two or more streets, a secondary façade under 50 feet in length is exempt from the entry requirement.
 - iii. Loading docks and service areas are not permitted facing a street.

- B. Setbacks along public or approved private streets are must be within the range of zero to eight feet and meet the following requirements.
- i. Buildings may be set back from zero to two feet for architectural necessity including footings, cornices, fire risers, balconies, and similar building attachments.
 - ii. Building may be set back at eight feet to provide for an expansion of the public sidewalk.
 - iii. Building setbacks may increase according to the uses of Table 1.

Table 1. Maximum Street Setbacks

<u>MAXIMUM SETBACK</u>	<u>USE</u>
10 Feet	Merchandising
12 Feet	Seating, stoop, public art
18 Feet	Outdoor dining, porch
20 Feet	Public plaza

4-434.4. Lot Design Standards.

1. Parking Areas.

- A. Parking lots are required to be designed to share access with adjoining properties to avoid unnecessary additional access and open space which is difficult to maintain or provides no benefit to the district.
- B. Maximum parking allowed for a use may not exceed the parking minimum requirements found within Section 4-450: Off Street Parking and Loading Regulations.
- C. Parking lots are required to be hidden with first priority to be placed out of sight of a public or approved private street.
- D. On-street parking is encouraged where possible and is to be designed at the discretion of the City Engineer and Director of Planning and Zoning and approved by the City Commission.
- E. Where parking lots front a public or approved private street, a minimum 5 foot decorative buffer is required to include pedestrian friendly areas that also include plantings which hide the parking

area.

2. Building Construction.

- A. Ground floor facades facing a public or approved private street must have a minimum of 50% clear glass.
 - i. Corner lots must have a minimum of 30% clear glass facing the secondary street.
 - ii. Glass percentage is calculated individually for each facade and is measured between two and ten feet in height above grade along the length of the facade.
 - iii. Glass calculations include glass doors, windows, and storefront systems.
 - iv. Glass requirements do not apply to elevations facing an alley.
- B. New construction is required to be a minimum of two stories.
 - i. A minimum side or rear yard setback of 20 feet for each additional floor above 35 feet is required where new construction is adjacent to one and two-family zoning districts.
- C. The remaining ground floor façade is required to consist of durable materials.
- D. Residential lap-siding and corrugated metals or fiberglass siding are not allowed. Downtown building facades must use durable materials. Durable materials include:
 - i. Brick.
 - ii. Stucco - however, EIFS is not permitted within 36 inches of finished grade.
 - iii. Heavy Timber.
 - iv. Cementitious siding.
 - v. Wood.
 - vi. Slate.
 - vii. Architectural panel composed of metal, wood, or fiber cement.

- E. Utilities associated with private and/or public facilities as well as rooftop or tenant spaces are required to be screened from view of the public sidewalk.

3. Signage.

- A. Where a building is meeting the required zero front setback line, an encroachment of a wall sign or protruding wall sign at the ground level floor with a safe clearance may occur with appropriate approval of an encroachment agreement with the City as approved by the City Commission.
- B. Off-premise signage within the district is allowed as a conditional use following the provisions set forth in Section 4-550 of City Ordinances. Signage within the district should take into account the characteristics of its surrounding area and the intent and context of a downtown environment. The Commission should deliberate such items as size, intensity of light or color, and motion to avoid nuisance factors to the public and neighboring uses.

4. Streetscape. Improvements within City right of way are to be designed at the discretion of the City Engineer and Director of Planning and Zoning and approved by the City Commission. Any permanent encroachments into City right of way will require review and approval by the City Commission.

4-434.5. Other Applicable Regulations:

Section 4-440 Supplementary District Regulations

Section 4-450 Off-Street Parking and Loading Requirements

Section 4-460 Sign Regulations

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Lisa Sankey
2. PHONE NUMBER: 515-5370 DATE: October 15, 2021
3. AGENDA TITLE:
Public Hearing and 1st Reading - Zoning Ordinance Amendment to Sections 4-
451.6 Automobile Parking Space Required
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Staff proposes the following Zoning Ordinance Amendment to 4-451.6
Automobile Parking Space Required for Office Uses:
General Office Uses: One Space per 300 square feet of gross floor area
Medical Offices and Clinics: One Space per 200 square feet of gross floor area
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
N/A.
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Hold Public Hearing and First Reading on the Zoning Ordinance Amendment.

STAFF REPORT

A21-37 ZONING ORDINANCE AMENDMENTS	
Zoning Ordinance Amendment to Sections 4-451.6 Automobile Parking Space Required	
Applicant: City of West Fargo	Staff Contact: Lisa Sankey
Planning and Zoning Commission Public Hearing:	10/12/2021 - Approved
City Commission Public Hearing & 1 st Reading:	11/01/2021
2 nd Reading	

PURPOSE:

Amendments to the Off Street Parking Regulations

DISCUSSION AND OBSERVATIONS:

- During review of parking for office uses in recent years, it has been determined that the parking required for office uses and medical uses may not necessarily reflect national standards or parking need and are higher than our neighboring communities and typically higher than demand.
- Currently, general office uses are required one space per 200 square feet of gross floor area with exceptions for beauty and barber shops of two spaces per operator, plus one space per employee on the largest shift and for medical offices and clinics of five spaces per doctor, plus one space per employee on the largest shift.
- Staff proposes the following Zoning Ordinance Amendment to 4-451.6 Automobile Parking Space Required for Office Uses:
 - o General Office Uses: One Space per 300 square feet of gross floor area
 - o Medical Offices and Clinics: One Space per 200 square feet of gross floor area

NOTICES:

Sent to: Notice in the newspaper and to City Departments

Comments Received:

- None to date.

CONSISTENCY WITH COMPREHENSIVE PLAN AND OTHER APPLICABLE CITY PLANS AND ORDINANCES:

- The proposed amendments do not make major substantive changes to the existing ordinances and are consistent with the Comprehensive Plan.

RECOMMENDATIONS:

Staff is recommending approval of the proposed amendments.

PLANNING AND ZONING RECOMMENDATION:

At their October 12, 2021 meeting the Planning and Zoning Commission recommended approval of the proposed zoning ordinance amendment.

4-450. OFF-STREET PARKING AND LOADING REGULATIONS.

Subsections:

- 4-451. Automobile Parking Space Required.
- 4-452. Plans and Approval Required.
- 4-453. Design Standards.
- 4-454. Required Off-Street Loading Spaces.

4-451. AUTOMOBILE PARKING SPACE REQUIRED. No building shall be erected, enlarged to the extent of increasing the floor area, or changed in use unless there is provided on the lot, space for parking of automobiles as specified below. When sufficient off-street parking cannot be provided on the same lot or a lot contiguous to the principal use because of unique circumstances, and arrangements can be made to provide off-street parking on a noncontiguous lot, such parking arrangements shall be considered by the Planning and Zoning Commission on a case-by-case basis. The Planning and Zoning Commission may grant permission to provide parking on a noncontiguous lot provided traffic or land use problems are not created, and a long-term agreement can be negotiated so the required off-street parking is maintained as long as the principal use exists.

The Planning and Zoning Commission may allow sharing of required off-street parking by two separate uses provided the normal peak parking times of the two uses do not coincide. Only the off-street parking spaces not normally used by the off-peak use shall be counted as off-street parking for the peak use. Each use shall have the total required off-street parking available during their respective periods of peak parking use. A long-term agreement shall be negotiated whereby both uses are bound to the establishment and maintenance of the shared off-street parking.

If it can be demonstrated by the property owner through market studies or other means that the required off-street parking is excessive and/or a lower parking demand is supported by the Institute of Traffic Engineers Parking Generation manual and a lesser requirement justifiable, the City Commission may reduce the number of required spaces by passage of a resolution approved by a majority of the members of the City Commission.

Parking areas shall be so designed that vehicles may enter, circulate, park and exit in a convenient and orderly fashion. Required off-street parking shall be provided in such a manner that vehicles do not encroach on a public right-of-way. The minimum size of each parking stall shall be nine feet by 19 feet, exclusive of aisle width. For any parking area except for single, two-family, and 3-4 unit townhome dwellings, a suitable means of turnaround must be provided at maximum design capacity so no vehicle shall back onto public streets or alleys. Where this cannot be accomplished for parking lots of five (5) or fewer vehicles, the City may consider an alternative design as a conditional use.

Reference herein to "employee(s) on the largest shift" means the maximum number of employees employed at the facility regardless of the time period during which this occurs and regardless of whether

any such person is a full-time employee. The largest shift may be a particular day of the week or a lunch or dinner period in the case of a restaurant.

The term "capacity," as used herein, means the maximum number of persons which may be accommodated by the use as determined by its design or by building or fire code regulations, whichever is greater.

Any use not specifically mentioned below shall meet the requirements for uses most clearly related as determined by the Zoning Enforcement official.

The number of off-street parking spaces which shall be required are as follows:

1. Agricultural Support Uses - One space per employee on the largest shift, plus one space per 200 square feet of gross floor area provided for customer sales and service operations.
2. Residential Uses:
 - a. Single-Family - Two spaces per dwelling.
 - b. Multiple Family Unites - One space per efficiency dwelling unit and two spaces per dwelling unit for one or more bedroom units or the floor area divided by 440, whichever is greater.
3. Institutional, Recreational and Special Residential Uses:
 - a. Camps (Day or Youth) - One space per employee on the largest shift, plus one space per camp vehicle normally stored on the premises.
 - b. Church - One space per three seats of maximum capacity.
 - c. Community and Recreation Center - One space per 250 square feet of gross floor area, or one space per four patrons to the maximum capacity, plus one space per employee on the largest shift.
 - d. Day or Nursery School, Child Care Facility - One space per teacher/employee on the largest shift, plus one per space per ten students for loading and unloading.
 - e. Group Dwellings, Fraternity or Sorority, Boarding or Lodging Houses - One space per bedroom or sleeping room, unless it can be demonstrated that the occupants will not be driving.
 - f. Libraries and Museums - One space per 350 square feet of floor area or one space per four seats to the maximum capacity, whichever is greater, plus one space per employee on the largest shift.

- g. Monasteries, Convents - One space per six residents, plus one space per employee on the largest shift, plus one space per five chapel seats if the public may attend.
 - h. Nursing Homes - One space per six patient beds, plus one space per employee on the largest shift.
 - i. Schools:
 - (1) Elementary and Junior High - One space per teacher and staff member.
 - (2) Senior High - One space per teacher and staff member on the largest shift, plus one space per five students.
 - (3) College, Trade and Vocational - One space per staff member of the largest shift, plus one space per four students of the largest class attendance period.
 - j. Swimming Facility - One space per 100 square feet of gross water area, plus one space per employee on the largest shift.
 - k. Tennis, Racquetball, Handball Courts - Two spaces per court, plus one space per employee on the largest shift.
 - l. Bowling Alley - Three spaces per lane, plus one space per employee on the largest work shift.
 - m. Miniature Golf - One space per hole, plus one space per employee on the largest work shift.
 - n. Outdoor Theatre - One space per four patrons to the maximum capacity of the facility inclusive of both indoor and outdoor capacity.
 - o. Skating Rink, Ice or Roller - One space per 300 square feet of gross floor area.
 - p. Health Club - One space per 100 square feet of gross floor area, plus one space per employee on the largest shift.
 - q. Golf Courses - Five spaces per hole.
 - r. Other Commercial Recreational Uses - One space per four patrons to the maximum capacity of the facility, or one space per 250 square feet of gross floor area, whichever is more appropriate.
5. Commercial and Entertainment Uses, Except as Specifically Designated Below - One space per 250 square feet of gross floor area of customer sales and services, plus one space

per 250 square feet of storage and/or office gross floor area.

- a. Banks - One space per 200 square feet gross floor area.
- b. Eating and Drinking Establishments - One space per four patron seats or one space per 100 square feet of gross floor area, whichever is greater, plus one space per employee on the largest shift.
- c. Fast Food Establishments:
 - (1) With Seating - One space per three patron seats, plus one space per employee on the largest shift.
 - (2) Without Seating - One space per 200 square feet of gross floor area, plus one space per employee on the largest shift.
- d. Funeral Home - One space per four patron seats or 25 spaces per chapel unit, whichever is greater.
- e. Grocery or Supermarket - One space per 200 square feet of gross floor area or customer sales and service, plus one space per 200 square feet gross floor area of storage.
- f. Hospital - One space per three patient beds, plus one space per staff doctor and per employee on the largest shift.
- g. Hotel or Motel - One space per room or suite, plus 50 percent of the spaces otherwise required for accessory uses, e.g. restaurants and bars.
- h. Private Clubs and Lodges - Required parking spaces are to be determined by the specific uses associated with the facility.
- i. Repair Services - A minimum of three spaces shall be provided for the first 2,000 square feet of gross floor area, plus one additional space for each 1,000 square feet of gross floor area thereafter, plus one space per employee on the largest shift.
- j. Furniture and Home Furnishing Stores - One space per 500 square feet of customer sales, plus one space for every 1,000 square feet of storage area.
- k. Self-Service Laundry - One space per three machines.
- l. Assembly or Exhibition Hall, Sports Arenas, Theaters and Auditoriums - One space per five seats based on maximum capacity.

- m. Taverns, Dance Halls, Night Clubs and Lounges - One space per 50 square feet of gross floor area.
 - n. Vehicle Sales - Six parking spaces plus one space per 500 square feet of gross floor area over 1,000 feet.
 - o. Vehicle Repair and Maintenance Services - One space per 400 square feet of gross floor area, plus one space per employee on the largest shift.
 - p. Games of Chance Operations - One space per three patron seats.
6. Offices Uses, Except as Specifically Designated Below - One space per ~~200~~ 300 square feet of gross floor area.
- a. ~~Beauty and Barber Shops - Two spaces per operator, plus one space per employee on the largest shift.~~
 - b. ~~Medical Offices and Clinics - Five spaces per doctor, plus one additional space per employee on the largest shift.~~ One space per 200 square feet of gross floor area.
7. Industrial Uses, Except as Specifically Designated Below - One space per employee on the largest shift, plus one space per company vehicle regularly stored on premises.
- a. Veterinary Office - Three spaces per doctor, plus one space per employee on the largest shift.
 - b. Adult Entertainment Center - One space per employee on the largest shift, plus one space per 150 square feet of gross floor area.
8. Nursery Uses - One space per employee on the largest shift, plus one space per 500 square feet gross floor area of inside sales or display.
9. Handicapped Parking - All parking lots must be designed to provide handicapped parking spaces according to standards established under Americans with Disabilities Act (ADA).

Source: Ord. 434, Section 1 (1992); Ord. 458, Sec. 18 (2005); Ord. 1049, Sec. 38 (2015).

4-452. PLANS AND APPROVAL REQUIRED. Plans for improved, new or expanding private driveways and off-street parking spaces, shall be prepared and submitted to the City Building Administrator and City Planner for review and approval. Before approving any private driveway or parking layout, the Building Administrator and City Planner shall satisfy themselves that the driveway and/or spaces provided are usable and meet standard design criteria. All driveways and off-street parking spaces within the City limits shall be improved with a concrete or bituminous surface except for structures which are located on public roads or alleys that are graveled. In lieu of improving all driveways and off-street

parking spaces in industrial areas, a property owner may submit a plan demonstrating that improved driveways and off-street parking spaces will, within reason, retain soils, mud or other loose materials from being carried onto public streets by vehicles or equipment, i.e., by improving with concrete or bituminous surface fifty (50) feet or more of the area on the property where access to the public street(s) is gained. In addition to providing improved driveways and parking areas, industrial areas may need to expand those areas with gravel and/or crushed concrete to avoid carrying soils, mud or other loose materials into the street(s). All required off-street parking spaces shall be clearly marked. All parking lots being hard surfaced must be designed and striped to meet the design standards according to Section 4-453.

Source: Ord. 434, Sec. 2 (1992); Ord. 458, Sec. 19 (2005); Ord. 916, Sec. 48 (2012); Ord. 976, Sec. 4 (2013); Ord. 989, Sec. 1 (2014); Ord. 1066, Sec. 1 (2016)

4-453. DESIGN STANDARDS.

1. In all residential districts, required parking spaces shall be located on the same premises as the use they serve. In other districts, they shall be located on the premises or within 300 feet distance.
2. Parking areas for one or two family dwellings shall be in the garage, in the rear or side yards, or on the driveway leading to the garage only.
3. Parking areas shall be used for automobile parking only, with no sales, dead storage, repair work, dismantling or servicing of any kind permitted.
4. All uses, excluding one and two family residences, where parking or access facilities are located within 20 feet of a one or two family property line shall be required to effectively screen their parking facility from the residential use. Screening may include a sight obscuring fence at least 5 feet in height or plantings of sufficient type, density, and height so as to provide year-round screening. Before a building permit shall be issued, the building official shall approve the screening proposal.
5. Off-street parking areas shall be improved with a durable surface, afford adequate drainage and shall have bumper guards, unless owner can establish to the satisfaction of the Building Official that such guards are not necessary.

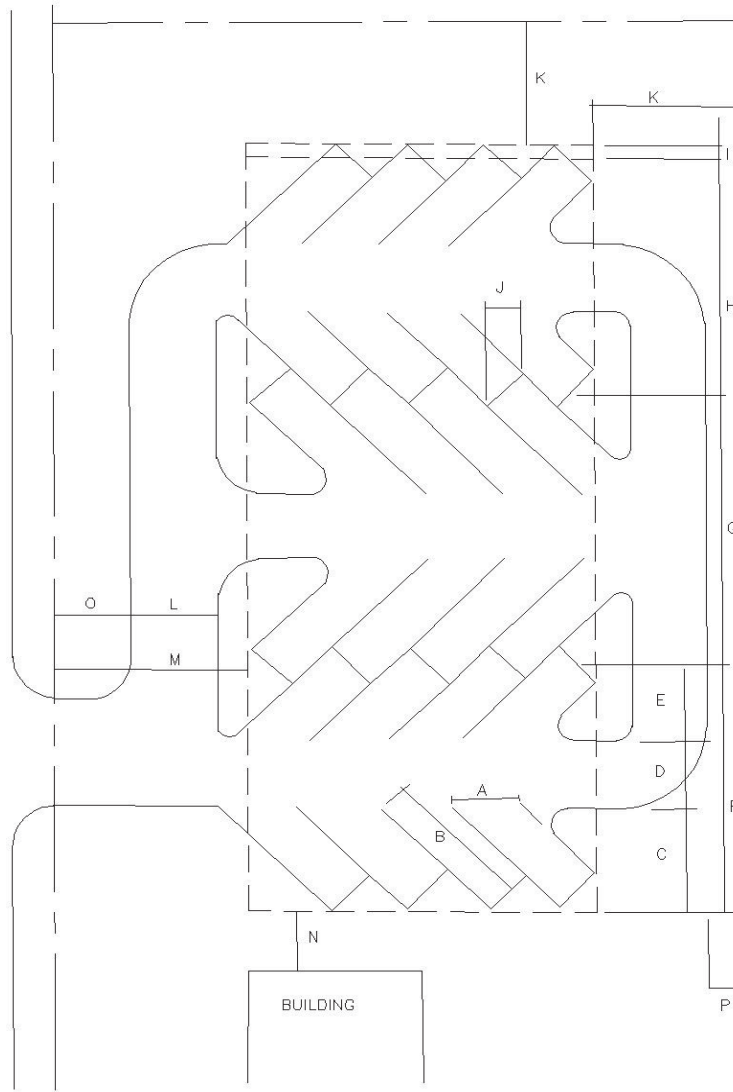
Source: Ord. 1049, Sec. 39 (2015)

PARKING LAYOUT REQUIREMENTS FOR 9 FOOT BY 18.5 FOOT
STALLS AT VARIOUS ANGLES

<u>DIMENSION</u>	<u>ON DIAGRAM</u>	<u>MINIMUM DIMENSIONS (feet)</u>			
		<u>45</u>	<u>60</u>	<u>75</u>	<u>90</u>
Stall width, parallel to aisle	A	12.7	10.4	9.3	9.0
Stall length of line	B	25.0	22.0	20.0	18.5
Stall depth	C	17.5	19.0	19.5	18.5
Driving aisle width between stall lines	D	12.0	16.0	23.0	26.0
Stall depth, interlock	E	15.3	17.5	18.8	18.5
Module, edge of pavement to interlock	F	44.8	52.5	61.3	63.0
Module, interlocking	G	42.6	51.0	61.0	63.0
Module, interlock to curb face	H	42.8	50.2	58.8	60.5
Bumper overhang (typical)	I	2.0	2.3	2.5	2.5
Offset	J	6.3	2.7	0.5	0.0
Side and rear yard setback	K	Lots in Residential & C Districts Which Abut Residential Districts: 5 feet. Other Districts: None			
Cross aisle, one-way	L	14.0	14.0	14.0	14.0
Cross aisle, two-way	-	24.0	24.0	24.0	24.0
Front yard setback (Parking Lots)	M	10' in Residential Districts or for Residential Uses in "C" Districts. Other: None.			
Setback from principal building	N	Residential Districts: 10 feet. Other Districts: 5 feet			
Front lot line to drive (landscape area)	O	10' in Residential Districts or for Residential Uses in "C" Districts. Other: None.			
Side and rear lot line to drive (landscape area)	P	Residential & C Districts: 5 feet. Other Districts: None			

Source: Ord. 334, Sec. 3 (1992); Ord. 455, Sec. 7 (1993); Ord. 916, Sec. 49 (2012).

PARKING LAYOUT DIAGRAM



4-454. REQUIRED OFF-STREET LOADING SPACES. REQUIRED OFF-STREET LOADING SPACES. Commercial and industrial uses shall provide for loading areas on the property which do not affect traffic on public streets. Adequate space shall be provided on the property to allow for ingress into the property, circulation within the property and egress from the property. Loading areas shall be shown on a site plan and approved by the City Planner and Building Administrator as part of the building permit. Loading spaces required under this section shall be at least 50 feet long and 12 feet wide. Every lot used for commercial or industrial purposes and having a building or buildings with a total floor area of at

least 10,000 square feet and every lot used for office or research purposes on which there is a building or buildings having a total floor area of at least 20,000 square feet, shall be provided with an off-street loading space. An additional off-street loading space shall be required for lots used for commercial or industrial purposes where the floor area of all buildings exceeds 100,000 square feet.

Source: Ord. 458, Sec. 20 (2005)

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

1. CONTACT PERSON: Malachi Petersen
2. PHONE NUMBER: 515-5377 DATE: October 21, 2021
3. AGENDA TITLE:
2nd Reading and Final Approval - Proposed Willow Creek 2nd Subdivision, Plat and
Rezone from A: Agricultural to R-1E: Rural Estate District in Auditor's Lot 5 in the
SE1/4 of Section 10 T139N, R50W, Cass County, North Dakota.
4. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:
Plat and Rezone previously unplatted parcel into two for sale and development. The
Planning and Zoning Commission recommended approval of the plat and rezone at
their July 13, 2021 meeting. The City Commission tabled this item at the August 2,
2021 meeting, and continued the item at the August 16, 2021 and September 7,
2021 City Commission meeting. At the September 20, 2021 meeting the City
Commission approved the first reading of the item.
5. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):
Auditor's Lot 5 in the SE1/4 of Section 10 T139N, R50W, Cass County, North
Dakota.
6. ACTION BEING REQUESTED FROM CITY COMMISSION:
Hold 2nd reading and Final Approval on the Rezoning and Plat based on conditions
listed in the staff report.

STAFF REPORT

A21-29 PLAT/REZONE	
Willow Creek 2 nd Subdivision	
3905 9 th Avenue W, West Fargo, ND (Auditor's Lot 5 in the SE¼ of Section 10 T139N, R50W), Cass County, North Dakota	
Owners/Applicant: Karn & Robert Jameson	Staff Contact: Malachi Petersen
Planning & Zoning Commission Public Hearing	07/13/2021 – Approval
City Commission Public Hearing	08/02/2021
City Commission 1 st Reading on the Rezoning	09/20/2021
City Commission 2 nd Reading & Final Plat Approval	11/01/2021 – Approval

PURPOSE:

Subdivide and Rezone unplatted parcel into three for sale and development.

STATEMENTS OF FACT:

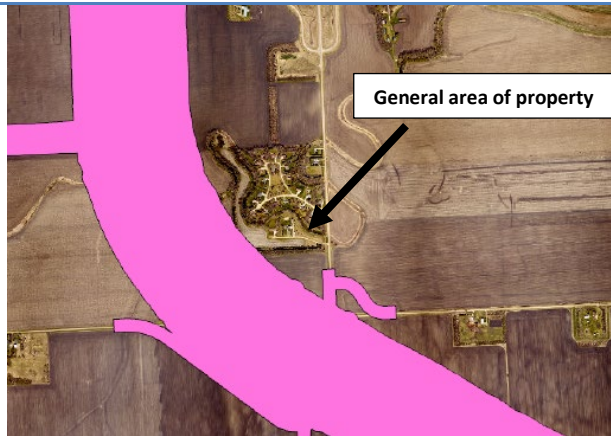
Land Use Classification:	G-1 Sub-Urban Restricted Growth Sector (ETJ)
Existing Land Use:	Vacant/Single Family Dwelling
Current Zoning District(s):	A: Agricultural
Proposed Zoning District(s):	R-1E: Rural Estate District
Proposed Lot size(s) or range:	3.29 – 14.85 Acres
Total area size:	18.09 acres
Adjacent Zoning Districts:	North –R-1E: Rural Estate District; South, East & West - A: Agricultural; South, East & West
Adjacent street(s):	9 th Avenue West (Township Road); 38 th Street West (Section Line Road – Township Road)
Adjacent Bike/Pedestrian Facilities:	None
Available Parks/Trail Facilities:	None
Public Dedication Requirements:	Dedication Required

DISCUSSION AND OBSERVATIONS:

- The applicant has submitted an application for rezone and a preliminary plat for property located in the City's extraterritorial (ET) area about 1 ½ miles west of West Fargo City Limits.
- The applicant owns an unplatted parcel south of Willow Creek Subdivision and is proposing to subdivide and rezone the property to R-1E: Single Family Dwellings to construct a single family dwelling.
- The area is within a Special Flood Hazard Area (SFHA). According to the Flood Hazard Layer FIRM, the majority of the property the applicant intends to build on is located in Zone X. Any development will be required to meet all applicable Federal, State, and Local regulations, which may have changed since the existing home was constructed. Attached is the FIRM map for this location, along with the preliminary flood map for reference.

STAFF REPORT

- The property is located east of the current alignment of the proposed Fargo-Moorhead Diversion, which is depicted in pink in the image on the right.
- There have been concerns noted previously by Fargo/Cass Public Health with regard to on-site septic systems being built on smaller lots in the floodplain. The addition of fill required to build homes sometimes does not leave adequate undisturbed soil for placement of a proper drain field. The County Sanitarian has been contacted by both the applicant(s) and City and has indicated a minimum one acre is required for on-site septic systems.
- Public land dedication is required pursuant to 4-0407 of City Ordinances. Given the majority of the area will remain undeveloped staff offers for consideration the ability to defer the public land dedication or fee-in-lieu to which time when the property is either re-subdivided or is further developed upon. It would be staff's recommendation that this deferral be part of an agreement recorded against each lot in the subdivision.
- Due to the size of the lot, rezoning to R-1E could potentially allow further development of the property into additional single-family homes.
- The City currently has no utilities in this area, nor does it provide any services. Current and future owners will need to provide utilities at this location, including, but not limited to, water and septic.
- The size of the lots proposed is 3.29 acres and 14.85. The smaller lot currently has a home built on it. Minimum lot size for R1-E zoning district is 1 acre. If the lots are rezoned, there is potential for further subdivision of the land, which could be up to 18 lots based on area size.
- The Sub-Urban - Restricted Growth Sector includes areas between the current and proposed diversion that may have new development potential should the new diversion be built. The G-1 area identifies significant tracts of land that are currently rural, but where directed and well-planned new development could occur around the identified potential Future Mixed-Use and Employment Centers. The proposed project is not part of a directed development effort.

**NOTICES:**

Sent to:	Property Owners within 150' and Applicable Agencies and Departments, including Reed Township officials, Cass County Planning and the Cass County Sanitarian.
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Comments Received:

- None

CONSISTENCY WITH COMPREHENSIVE PLAN AND OTHER APPLICABLE CITY PLANS AND ORDINANCES:

- The Sub-Urban - Restricted Growth Sector includes areas between the current and proposed diversion that may have new development potential should the new diversion be built. The G-1 area identifies significant tracts of land that are currently rural, but where directed and well-planned new development could occur around the identified potential Future Mixed-Use and Employment Centers.

STAFF REPORT

- The surrounding property is currently zoned for Rural Estate residential development.

RECOMMENDATIONS:

If the Planning and Zoning Commission recommend approval of the application, City staff recommends the following conditions:

1. A Subdivision Agreement is signed and recorded against the property which would prevent further subdivision of the lots, until such time that the owner submits a detailed area plan showing how utilities would be provided and the plan is reviewed by the City of West Fargo.
2. A public land dedication deferral is recorded against each lot within the subdivision.
3. Any building permits should follow the preliminary flood map which will require percent allowable fill on any development.
4. Any concerns from Fargo/Cass Public Health with regard to on-site septic system on the newly proposed lot is addressed and/or reviewed by the applicant prior to consideration of final plat.
5. The applicant is to meet all Federal, State and local requirements for improvements to the site and structures.
6. Land dedication, fee-in-lieu or agreement for deferral be approved by the City Commission.
7. An Attorney Title Opinion is received.
8. A drainage plan is approved by the City Engineer.
9. Final Plat is received with any necessary easements.
10. A certificate is received showing taxes are current.

PLANNING AND ZONING RECOMMENDATION:

At their July 13, 2021 meeting the Planning and Zoning Commission recommended approval with the 10 conditions listed above.

UPDATED INFORMATION – JULY 21, 2021

It has come to staff's attention that Cass County Joint Water Resource District (CCJWRD) has acquired permanent right-of-way of over 2.57 acres of what the new plat would call Lot 3, plus an additional .2 acres that covers part of Lots 1 & 2. Until this issue has been resolved with an updated attorney title opinion and updated plat, it is staff's recommendation to table this item.

A public hearing on the rezoning has been scheduled in the official newspaper, so staff recommends opening the public hearing for comment and then tabling.

FIRST READING AND PUBLIC HEARING:

At their August 2, 2021 meeting the City Commission tabled this item on advice of legal counsel after holding the public hearing with instructions to continue to table the item until such time that more information was received regarding right of way acquired by the Cass County Joint Water Resource District.

STAFF REPORT

ADDITIONAL STAFF RECOMMENDATIONS:

Based upon updated information provided on the plat, staff would recommend that Lot 3 stay zoned A: Agriculture in addition to other staff recommendations of approval.

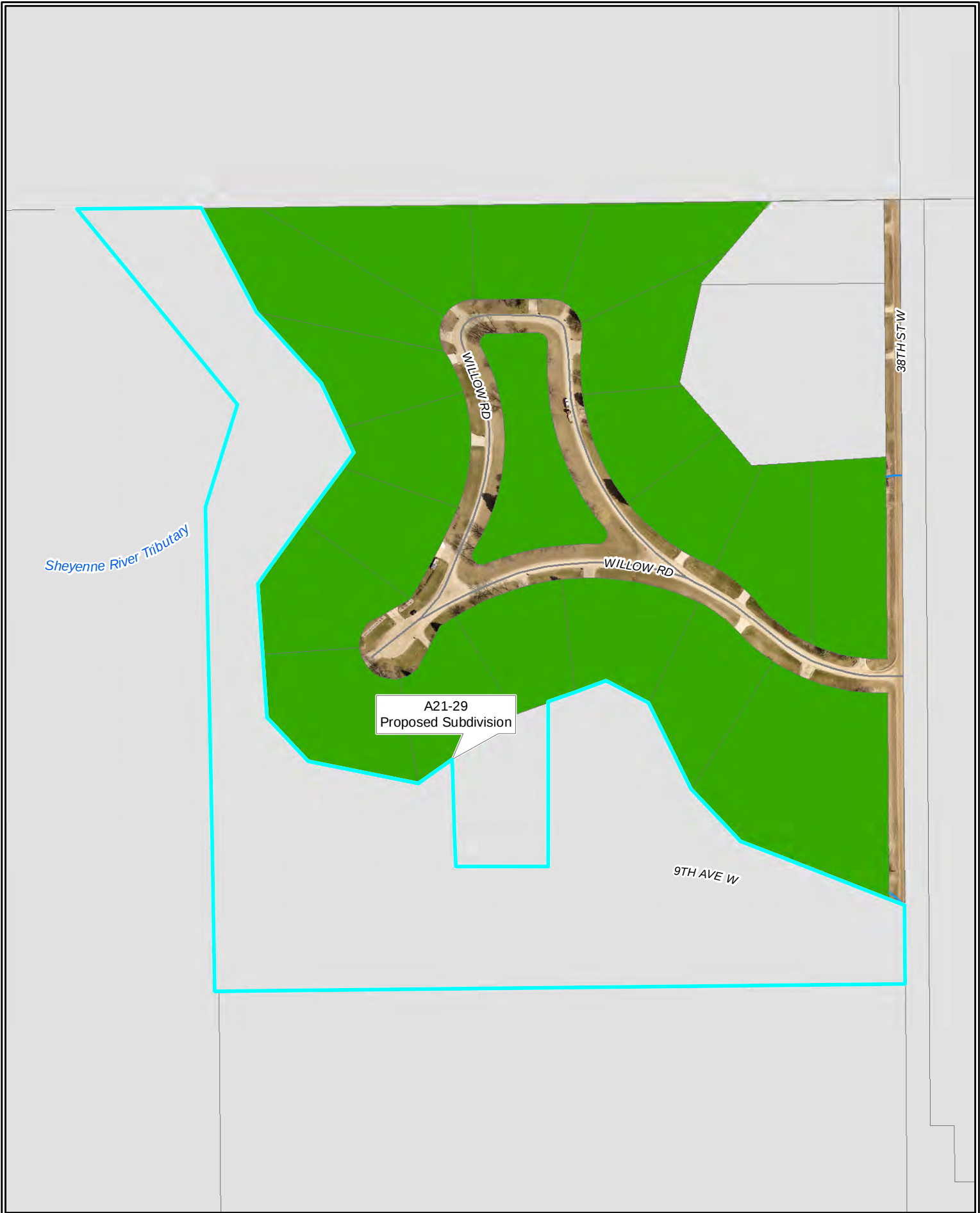
UPDATED INFORMATION – September 10, 2021:

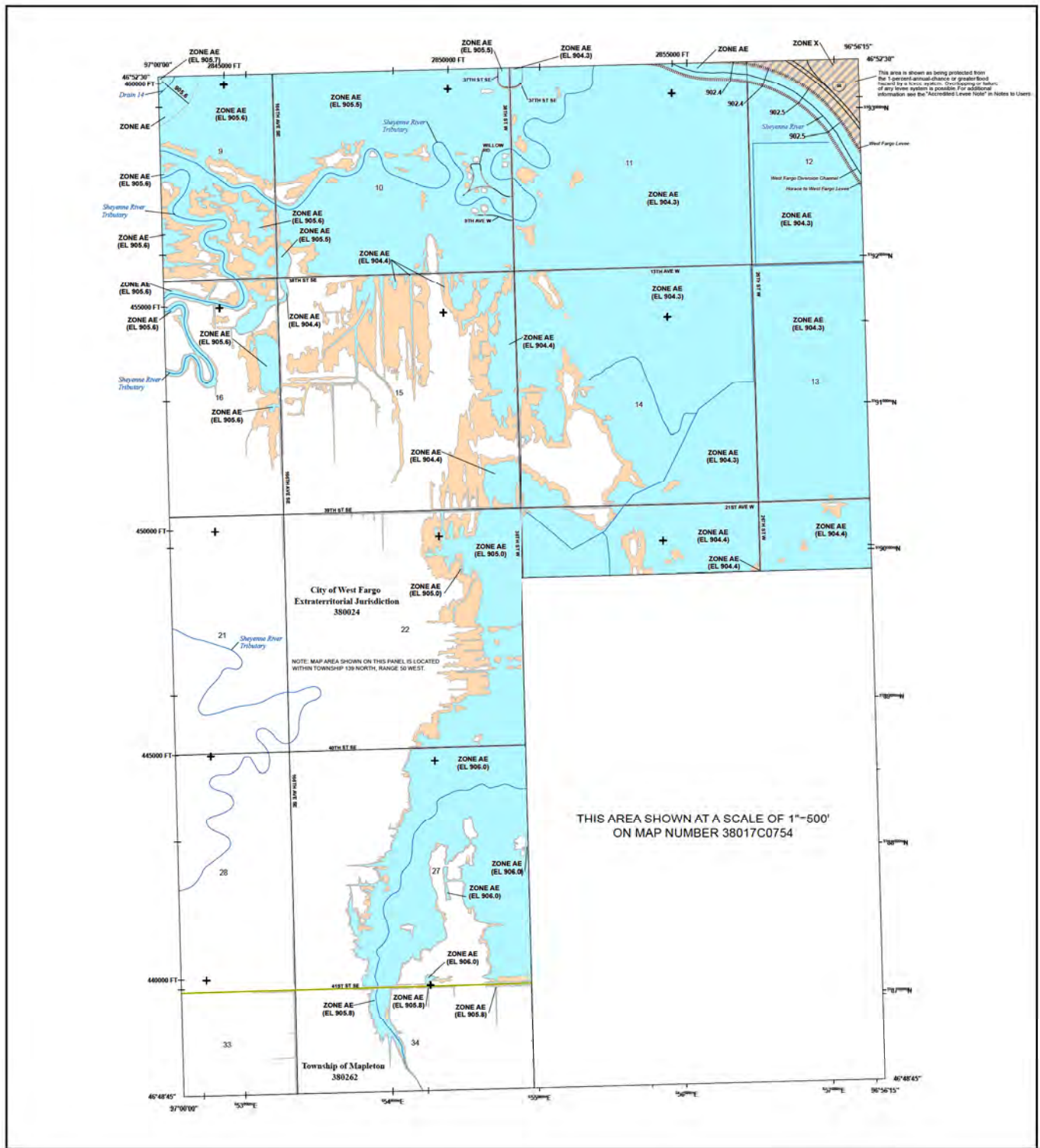
At their August 16 and September 7, 2021 meetings the City Commission continued to table the item while staff worked with the applicant on right of way issues due to the acquirement of Right of Way by the Cass County Joint Water Resource District.

UPDATED INFORMATION – October 21, 2021:

At their September 20, 2021 meeting the City Commission approved the first reading of the item. The Cass County Joint Water Resource District then reviewed and approved the item at their October 14, 2021 meeting.







FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING
DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTP://MSC.FEMA.GOV](http://msc.fema.gov)



NOTES TO USERS

For information and questions about this map, available products associated with this FIRM including historic versions of this FIRM, how to order products or the National Flood Insurance Program to produce, please call the FEMA Map Information eXchange at 1-877-FEMA-4MAP (1-877-366-2627) or visit the FEMA Map Service Center website at <http://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or delivered directly from the website. Users may determine the current map date for each FIRM panel by visiting the FEMA Map Service Center website or by calling the FEMA Map Information eXchange.

Communities receiving land or adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM index. These may be obtained directly from the Map Service Center at the numbered listed above.

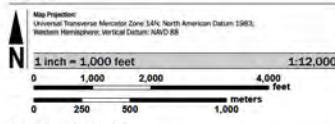
For continuing and mortgagee map dates refer to the Flood Insurance Study report for this jurisdiction.

To determine a flood insurance rate for this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6626.

Base map information shown on this FIRM was provided in digital format by the Cass County GIS Department dated January 2020. Corporate Boundaries and Transportation features were updated January 2020 based on Cass County GIS Department data.

ACCREDITED LEVIES: Check with your local community to obtain more information, such as the estimated level of protection provided (which may exceed the 1-percent-annual-chance level) and Emergency Action Plan, or the levee system(s) shown as providing protection for areas on this panel. To mitigate flood risk in residual risk areas, property owners and residents are encouraged to consider flood insurance and floodproofing or other protective measures. For more information on flood insurance, interested parties should visit <http://www.fema.gov/national-flood-insurance-program>.

SCALE



PANEL LOCATOR



FEMA
National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP

CASS COUNTY,
NORTH DAKOTA
(No Jurisdiction)

PANEL 755 OF 995

Panel Contains:
COMMUNITY
MAPLETON, TOWNSHIP OF
WEST FARGO, CITY OF

NUMBER
38017C0754

PANEL
0755

SUFFIX
H

**REVISED
PRELIMINARY
7/18/2018**

VERSION NUMBER
2.3.3.2

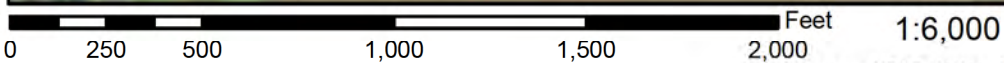
MAP NUMBER
38017C0755H

MAP DATUM
NAD 83

National Flood Hazard Layer FIRMMette



96°58'35"W 46°52'11"N



Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance
		17.5 Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/7/2021 at 3:45 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF WEST FARGO
A REPLAT OF AUDITOR'S LOT FIVE OF THE SOUTHEAST QUARTER OF SECTION TEN, IN TOWNSHIP ONE HUNDRED THIRTY-NINE NORTH OF RANGE FIFTY WEST
OF THE FIFTH PRINCIPAL MERIDIAN, SITUATE IN THE COUNTY OF CASS AND THE STATE OF NORTH DAKOTA

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "WILLOW CREEK SECOND SUBDIVISION" IN THE EXTRAJURISDICTIONAL JURISDICTION OF THE CITY OF WEST FARGO, A REPLAT OF AUDITOR'S LOT FIVE OF THE SOUTHEAST QUARTER OF SECTION TEN, IN TOWNSHIP ONE HUNDRED THIRTY-NINE NORTH OF RANGE FIFTY WEST OF THE FIFTH PRINCIPAL MERIDIAN, SITUATE IN THE COUNTY OF CASS AND THE STATE OF NORTH DAKOTA, THAT WE HAVE CAUSED IT TO BE PLATTED AND REPLATTED IN THE OFFICE OF THE STATE OF NORTH DAKOTA, COUNTY OF CASS, IN THE REGISTRY OF THE SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN BY THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. WE HEREBY DEDICATE THE FIFTY FOOT PRIVATE INGRESS/EGRESS EASEMENT TO AUDITOR'S LOT 6 OF SECTION TEN, TOWNSHIP ONE HUNDRED THIRTY-NINE NORTH OF RANGE FIFTY WEST OF THE FIFTH PRINCIPAL MERIDIAN AND LOTS 1 AND 2 SHOWN HEREON. WE HEREBY DEDICATE ALL STREETS, LANES, DRIVES, AND AVENUES SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC

BY: ROBERT A. JAMESON

CASS COUNTY JOINT WATER
RESOURCE DISTRICT

BY: DAN JACOBSON, CHAIR

BY: KARN E. JAMESON

BY: CAROL HARBEKE LEWIS, SECRETARY

I, COLE A. NESET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY DESCRIBED ON THIS PLAT AS "WILLOW CREEK SECOND SUBDIVISION", IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF WEST FARGO, A REPLAT OF AUDITOR'S LOT FIVE OF THE SOUTHEAST QUARTER OF SECTION TEN, IN TOWNSHIP ONE HUNDRED THIRTY-NINE NORTH OF RANGE FIFTY WEST OF THE FIFTH PRINCIPAL MERIDIAN, SITUATE IN THE COUNTY OF CASS AND THE STATE OF NORTH DAKOTA, THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE SHOWN CORRECTLY ON SAID PLAT IN FEET AND HUNDRETHS OF A FOOT; THAT ALL MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUND AS SHOWN, AND THAT THE EXTERIOR BOUNDARY LINES ARE CORRECTLY DESIGNATED. SAID PARCEL OF LAND CONTAINS 17.84 ACRES MORE OR LESS AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

STATE OF NORTH DAKOTA)
)SS
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2021, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET, REGISTERED LAND SURVEYOR, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____ 2021.

JOSEPH F. KOLB
CHAIRMAN PLANNING COMMISSION

STATE OF NORTH DAKOTA)
)SS
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2021, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOSEPH F. KOLB, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION THAT IS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ADOPTED THAT HE EXECUTED THE SAME ON BEHALF OF THE WEST FARGO PLANNING COMMISSION.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____ 2021.

DUSTIN T. SCOTT
CITY ENGINEER

STATE OF NORTH DAKOTA)
)SS
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2021, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED, DUSTIN T. SCOTT, WEST FARGO CITY ENGINEER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS CITY ENGINEER.

NOTARY PUBLIC, COUNTY:CASS STATE: NORTH DAKOTA

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____ 2021.

BERNIE L. DARDIS
PRESIDENT, BOARD OF CITY COMMISSIONERS

TINA FISK
CITY AUDITOR

STATE OF NORTH DAKOTA)
)SS
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2021, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE BOARD OF CITY COMMISSIONERS OF THE CITY OF WEST FARGO, AND TINA FISK, CITY AUDITOR OF THE CITY OF WEST FARGO, TO ME KNOWN BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME ON BEHALF OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

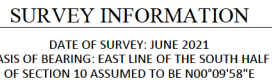
I HEREBY CERTIFY THAT PROPER EVIDENCE OF TITLE HAS BEEN EXAMINED BY ME, AND I APPROVE THE PLAT AS TO FORM AND EXECUTION THIS _____ DAY OF _____ 2021.

JOHN T. SHOCKLEY
WEST FARGO CITY ATTORNEY

[illegible]

ON THIS _____ DAY OF _____, 2021, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS CITY ATTORNEY.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA



SURVEY INFORMATION

DATE OF SURVEY: JUNE 2021
BASIS OF BEARING: EAST LINE OF THE SOUTH HALF
OF SECTION 10 ASSUMED TO BE N00°09'58"E

FLOOD ZONE

PARTS OF SAID PLAT ARE LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF "A" ON FLOOD INSURANCE RATE MAP NO. 38017C0755G, WITH AN EFFECTIVE DATE OF 1/16/2015, FOR COMMUNITY NUMBER 380024, IN CASS COUNTY, STATE OF NORTH DAKOTA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PARCEL IS SITUATED.

LEGEND

- 
 MONUMENT SET
 MONUMENT FOUND
 EXISTING SECTION LINE
 PROPERTY BOUNDARY LINE
 NEW LOT LINE
 EXISTING PROPERTY LINE
 NEW EASEMENT
 EXISTING EASEMENT
 ZONE 'A' BOUNDARY



City Commission Agenda Item Request

Please Note: The following information must be completed and submitted before noon on the Wednesday preceding the City Commission Meeting. Failure to comply may delay action being taken on your request.

Office Use:

Regular Agenda Item #:

Consent Agenda Item #:

Agenda Item Information:

Contact Name: *

ROGER MAMMENG

Phone Number: *

7013713522

Email Address:

DEERHUNTER52063@YAHOO.COM

Date *

10/18/2021

Topic for Consent or Regular Agenda?

Please select one option:

- ☐ Consent Agenda
☐ Regular Agenda

Please Briefly Describe Your Request *

I would like to put under ground grease tank and it would have to go under the easement.

Site Address or Legal Description (if applicable)

Fargo packing and Sausage CO.307 main ave east,West Fargo

Action Being Requested from City Commission *

I would like to get an encroachment for my grease tank

Upload Additional Documentation (Optional):

ORDINANCE NO. 1197

AN ORDINANCE TO AMEND AND REENACT SECTIONS 12-0205 AND 13-1506 AND TO CREATE SECTION 12-0205.1 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO RELATING TO THEFT OF PROPERTY, WINDOW TINT, AND SHOPLIFTING.

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

SECTION 1. Section 12-0205 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read as follows:

12-0205. THEFT OF PROPERTY. It is unlawful for any person to:

1. Knowingly takes or exercises unauthorized control over, or make an unauthorized transfer of an interest in, the property of another with intent to deprive the owner thereof;
2. Knowingly obtain the property of another by deception with intent to deprive the owner thereof, or intentionally deprive another of his property by deception; or
3. Knowingly receive, retain, or dispose of property of another which has been stolen, with intent to deprive the owner thereof.

SECTION 2. Section 13-1506 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted to read 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 ~~shall~~ 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.

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

SECTION 3. Section 12-0205.1 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby created and enacted to read as follows:

12-0205.1. - SHOPLIFTING. It is unlawful for any person to commit shoplifting or retail theft as referred to in chapter 51-21 of the North Dakota Century Code within the jurisdiction of the City of West Fargo. Shoplifting or retail theft shall be subject to the following:

1. Presumption. Any person concealing upon his person or among his belongings, or causing to be concealed upon the person or among the belongings of another, unpurchased merchandise displayed, held, offered, or stored for sale in a retail mercantile establishment and removing it to a point beyond the last station for receiving payments in that retail mercantile establishment shall be prima facie presumed to have so concealed such merchandise with the intention of permanently depriving the merchant of possession of the full retail value of such merchandise, all as provided in § 51-21-02 of the North Dakota Century Code.
2. Definitions. For purposes of this chapter, in addition to the definitions contained in this chapter, all of the definitions contained in § 51-21-01 of the North Dakota Century Code are hereby adopted by reference.

3. Detention of Suspect - Procedure - Immunity. The provisions of §§ 51-21-03 and 51-21-04 of the North Dakota Century Code are hereby adopted by reference.

SECTION 4. 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:

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION SETTING FINE AMOUNTS FOR PARKING VIOLATIONS

WHEREAS, the City of West Fargo, pursuant to Title XIII of the Revised Ordinances of 1990 of the City of West Fargo, has established certain parking violations within the City of West Fargo, and the penalty for those violations will be set by resolution of the Board of City Commissioners; and

WHEREAS, the City desires to set the fine amounts as set forth in this Resolution.

NOW THEREFORE, be it resolved as follows:

That pursuant to Section 13-1625 of the Revised Ordinances of 1990 of the City of West Fargo, the fines for violations of Chapter 13-16 shall be as follows:

A fine of \$20 unless otherwise stated in the ordinance, or unless listed separately in this Resolution.

A fine of \$30 for a violation of Section 13-1604(1).

A fine of \$100 for a violation of Section 13-1604(2).

A fine of \$100 for a violation of Section 13-1623.

Dated: November 1, 2021.

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.

Commission Guiding Principles on Financial Policy for City Infrastructure and buildings.

1. Reduce the use of Special Assessments as a funding source of City Infrastructure.
2. Seek the lowest-cost Long-Term capital through the issuance of loans, bonds and other debt instruments when available.
3. Utilize the Capital Improvement Sales tax proceeds responsibly to fund projects as set forth in the Commission approved Capital Improvement Plan.

Staff will assure all city policies/financial decisions are consistent with the approved guiding principles.