



West Fargo City Commission Meeting
Monday, May 6, 2019
Commission Chambers 5:30 PM

- A. Pledge of Allegiance
- B. Approve Order of Agenda
- C. Approval of Minutes – April 15, 2019 **(Pg 2-5)**
- D. Approval of Minutes – Board of Equalization, April 9, 2019 **(Pg 6)**
- E. Approval of Minutes – Special City Commission Meeting, April 29, 2019 **(Pg 7)**
- F. Building Permits

Consent Agenda – Approve the Following:

- a. Bills **(Pg 8-15)**
- b. Games of Chance for Sandhill Archers, Inc. Games to be conducted: Raffle on 4/26/19 at Sandhills Archery Park, 3001 West Charyl Avenue **(Pg 16-17)**
- c. Resolution Approving Contract and Contractor’s Bond for Street Improvement District No. 2250, Kensington Drive **(Pg 18)**
- d. Gaming Site Authorization for West Fargo Fire Department Incorporated. Games to be conducted: Bingo, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Twenty-One on 7/1/19 to 6/30/20 at Bordertown, 807 Main Avenue East **(Pg 19-20)**
- e. Gaming Site Authorization for West Fargo Fire Department Incorporated. Games to be conducted: Bingo, Pull Tab Dispensing Device, Electronic Pull Tab Device, on 7/1/19 to 6/30/20 at Speedway, 680 Main Avenue West **(Pg 21-22)**
- f. Gaming Site Authorization for West Fargo Fire Department Incorporated. Games to be conducted: Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Twenty-One, Paddlewheels with Tickets on 7/1/19 to 6/30/20 at Silver Dollar, 221 Sheyenne Street **(Pg 23-24)**
- g. Gaming Site Authorization for West Fargo Fire Department Incorporated. Games to be conducted: Pull Tab Dispensing Device on 7/1/19 to 6/30/20 at Boston’s Pizza, 1640 13th Avenue East **(Pg 25-26)**
- h. Appoint Callie Roth, Economic Development Specialist to the CVB Board
- i. Corrected Second Reading of The Wilds 11th Addition, Ordinance No. 1128 **(Pg 27-29)**
- j. Final Plat Approval of Eaglewood 7th Addition **(Pg 30-31)**
- k. Gaming Site Authorization for the Boys and Girls Club of the Red River Valley. Games to be conducted: Raffles, Pull Tab Jar, Electronic Pull Tab Device, Paddlewheels with Tickets on 7/1/19 to 6/30/20 at the Work Zone Bar, 701 Main Avenue East **(Pg 32-34)**

Regular Agenda

1. Proposed Resolution Setting the Fee Schedule for Liquor and Cabaret Licenses – **John Shockley (Pg 35-37)**
2. West Fargo Police Department 2018 Year End Report – **Heith Janke**
3. Second Reading and Final Plat Approval of Maple Ridge at the Preserve 6th Addition – **Tim Solberg (Pg 38-43)**
4. Review Petition for Improvements for Eagle Run Plaza 6th Addition, Review map and legal description for proposed Street Improvement District No. 2254 – **Dustin Scott (Pg 44-60)**
5. Review Task Orders for Engineering Services with Moore Engineering – **Dustin Scott (Pg 61-146)**
6. Review Contract Amendment for AE2S Engineering Services for Core Area Infrastructure Study – **Chris Brungardt (Pg 147-148)**
7. Review application for The Art Bar Liquor License – **Tina Fisk (Pg 149-154)**
8. Appointment of Commissioners to the Liquor Control Board – **Tina Fisk**
9. City Administrator’s Report – **Tina Fisk**
10. Construction Updates – **Dustin Scott**
11. Correspondence
12. Non-Agenda
13. Adjourn



The West Fargo City Commission met on Monday, April 15, 2019 at 5:30 pm. Those present were Bernie Dardis, Eric Gjerdevig, Mark Simmons, and Mike Thorstad. Brad Olson was absent. Commission President Bernie Dardis called the meeting to order.

The Pledge of Allegiance was recited.

Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the order of agenda with Commissioner Dardis' request to move Consent Agenda Item f to the Regular Agenda. No opposition. Motion carried.

Commissioner Gjerdevig moved and Commissioner Thorstad seconded to approve the minutes of the Monday, April 1, 2019 meeting. No opposition. Motion carried.

The Commission reviewed the Building Department Activity Report dated April 1, 2019 and Building Permits #052-066.

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

- a. Bills
- b. Gaming Site Authorization for Team Makers Club, Inc. Games to be conducted: Raffle, Pull Tab Jar, Electronic Pull Tabs, Sports Pools, Twenty-One, Poker from 7/1/19 to 6/30/20 at Bar Code, 835 23rd Ave E #207
- c. Gaming Site Authorization for Team Makers Club, Inc. Games to be conducted: Raffle, Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tabs, Sports Pools, Twenty-One, Poker from 7/1/19 to 6/30/20 at Hooligan's, 509 32nd Ave W
- d. Gaming Site Authorization for Red River Human Services Foundation. Games to be conducted: Pull Tab Jar, Pull Tab Dispensing Device, Electronic Pull Tab Device, Twenty-One, Paddlewheel Table from 7/1/19 to 6/30/20 at Town Hall Bar, 103 Main Ave W
- e. Final Plat Approval of Oak Ridge 17th Addition, a Retracement Plat
- f. Conditional Use Permit for aboveground fuel tank at 2438 Main Avenue West
- g. Schedule a 5:30pm Public Hearing for Buffalo Wings & Rings Liquor License Application on Monday, May 6, 2019
- h. Reappointment of Eric Dodds to the Planning & Zoning Commission for a first term (through April 2024)
- i. Water Service Cooperation Agreement with Cass Rural Water Users District for The Wilds 11th Addition



- j. Approve Plans & Specs and Authorize Ad for Bids for Sewer, Water, Storm and Street Improvement District No. 1321
- k. Approve Plans & Specs and Authorize Ad for Bids for Sewer, Water, Storm and Street Improvement District No. 1322
- l. Approve Plans & Specs and Authorize Ad for Bids for Sewer, Water, Storm and Street Improvement District No. 1323
- m. Approve Plans & Specs and Authorize Ad for Bids for Storm Improvement District No. 4063

No opposition. Motion carried.

Community Development Director Larry Weil appeared before the Commission for the Neighborhood Revitalization Program Kickoff. Members of Gate City Bank presented a check for the program. No action was requested of the Commission.

Community Development Director Larry Weil appeared before the Commission to review the Fargo Transit Agreement. After discussion, Commissioner Gjerdevig moved and Commissioner Thorstad seconded to approve the Fargo Transit Agreement. Commissioner Simmons voted no. The majority having voted aye, the motion carried.

City Attorney John Shockley appeared before the Commission for the Second Reading of Ordinance No. 1119, Alcoholic Beverages. After discussion, Commissioner Thorstad moved and Commissioner Simmons seconded to approve the Second Reading of Ordinance No. 1119, Alcoholic Beverages. No opposition. Motion carried.

Director of Planning & Zoning Director Tim Solberg appeared before the Commission for a Second Reading of Zoning Ordinance Amendment to Section 4-427-A C-OP: Commercial Office Park District. Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the Second Reading. No opposition. Motion carried.

Director of Planning & Zoning Tim Solberg appeared before the Commission for a Second Reading of Rezoning and Final Plat Approval of Eaglewood 7th Addition. After discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the Second Reading and Final Plat Approval of Eaglewood 7th Addition. No opposition. Motion carried.

Director of Planning & Zoning Tim Solberg appeared before the Commission for the Second Reading and Final Plat Approval of The Wilds 11th Addition. After discussion, Commissioner Gjerdevig moved and Commissioner Thorstad seconded to approve the Second Reading and Final Plat of The Wilds 11th Addition, with the condition that staff will contact the developer to discuss a connection to 64th Avenue. No opposition. Motion carried.

Economic Development Specialist Callie Roth appeared before the Commission to review a Renaissance Zone Application for 9th and Main LLC. After discussion,



Commissioner Thorstad moved and Commissioner Gjerdevig seconded to approve the Renaissance Zone application. No opposition. Motion carried.

West Fargo Fire Chief Dan Fuller appeared before the Commission to review the Automatic Aid Agreement with the Fargo Fire Department. After discussion, Commissioner Gjerdevig moved and Commissioner Simmons seconded to approve the Automatic Aid Agreement. No opposition. Motion carried.

Director of Planning & Zoning Tim Solberg appeared before the Commission to review the Planned Unit Development Amendment for Southdale 2nd Addition, 205 8th Ave W. After discussion, Commissioner Simmons moved and Commissioner Thorstad seconded to approve the Planned Unit Development Amendment with the three conditions listed in the staff report. No opposition. Motion carried.

Director of Planning & Zoning Tim Solberg appeared before the Commission for a Final Plat Approval for Halverson's Industrial Park 4th Addition, a replat. After discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the Final Plat with the four conditions listed in the staff report, with an added condition of June 30th deadline to resolve any outstanding violations. No opposition. Motion carried.

Director of Planning & Zoning Tim Solberg appeared before the Commission for a Final Plat Approval for Forum Communications 1st Addition, a subdivision. After discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the Final Plat for Forum Communications 1st Addition with the conditions listed in the staff report. No opposition. Motion carried.

Director of Planning & Zoning Tim Solberg appeared before the Commission to review Consent Agenda Item f that was moved to the Regular Agenda: a Conditional Use Permit for aboveground fuel tank at 2438 Main Avenue West. After discussion, Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the aboveground fuel tank with the conditions listed in the staff report. No opposition. Motion carried.

City Administrator Tina Fisk appeared before the Commission and presented following for the City Administrator's Report:

- David Stone, Stone Planning
 - i. Visiting West Fargo 4/25-4/26
 - ii. Callie & Courtney working on meeting coordination, will send info when finalized
- Offices closed 4/19 for Good Friday
- 4/29 Special Commission Meeting for Special Assessment Forums

HR Director Jenna Wilm appeared before the Commission to provide an update on City Government Career Day on April 25.



City Engineer Dustin Scott appeared before the Commission to provide an update on the construction projects on Sheyenne Street, specifically keeping 40th and 32nd open

- 4/12 received in writing from contractor cost of change to keep East/West traffic open on 30th Ave
 - i. Rough cost is \$200k
- Waiting for full detail list
- Wanted to bring forward as update

No action was requested of the Commission; a formal Change Order will be presented at a later date.

There was no Correspondence.

Commissioner Dardis thanked staff for their work during the flood preparations and blizzard. There were no other non-agenda items.

Commissioner Simmons moved and Commissioner Gjerdevig seconded to adjourn. No opposition. Meeting adjourned.

Bernie Dardis
Commission President

Tina Fisk
City Auditor



West Fargo Board of Equalization
Tuesday, April 9, 2019
Commission Chambers 5:30 PM

The West Fargo City Commission met as the Board of Equalization on Tuesday, April 9, 2019 at 5:30pm. Those present were Bernie Dardis, Eric Gjerdevig, Brad Olson, Mark Simmons, and Mike Thorstad. Commission President Bernie Dardis called the meeting to order.

City Assessor Nick Lee presented his 2019 Equalization Report to the Board of Equalization.

The following individuals spoke their concerns before the Board of Equalization regarding the 2019 valuations and requested to reserve the right to attend the County Board of Equalization:

Steve Marquart, 725 15th Avenue East
Kelly Halvorson, 322 4 Ave W

City Assessor Nick Lee stated that he would review all properties in question, and will follow up with property owners.

City Assessor Nick Lee presented to the Commission a list of property owners who had contacted the Assessing Department to reserve the right to attend the County Board of Equalization Hearing.

Commissioner Simmons moved and Commissioner Gjerdevig seconded to approve the values as submitted by the city assessor on the properties that were not appealed, with authorization to review the properties on the appeals sheet, with the resulting values sent to the County. No opposition. Motion carried.

Commissioner Simmons moved and Commissioner Olson seconded to adjourn the meeting. No opposition. Meeting adjourned.

Bernie Dardis
Commission President

Tina Fisk
City Administrator



Special City Commission Meeting
Monday, April 29, 2019
Commission Chambers 5:30 PM

The West Fargo City Commission met for a special meeting on Monday, April 29, 2019 at 5:30 pm. Those present were Bernie Dardis, Eric Gjerdevig, Mark Simmons, Mike Thorstad, and Brad Olson. Commission President Bernie Dardis called the meeting to order.

The Pledge of Allegiance was recited.

Communications Director Melissa Richard appeared before the Commission to present the results and recommendations from the Special Assessment Community Forums.

The following West Fargo residents appeared before the Commission to give feedback on the recommendations:

- Jamie Workman, 1129 5 Ave W
- Bob Jensen, 4406 South River Estates Way
- Richard Lewis, 103 48 Avenue East
- Roben Anderson, 108 Francis Street

After discussion, no action was requested of the Commission. Finalized recommendations will be presented to the Commission at a later date.

Commissioner Simmons moved and Commissioner Olson seconded to adjourn. No opposition. Meeting adjourned.

Bernie Dardis
Commission President

Tina Fisk
City Auditor

Consent Agenda Item: a

04/16/19
15:57:40

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 4/19

Page: 1 of 8
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
82200	S	489 3-D SPECIALITIES	1529.54	04/16/19			
						CL 84580	1529.54
82201	S	2954 A-OX WELDING SUPPLY CO INC	499.80	04/16/19			
						CL 84523	499.80
82202	S	289 ACME TOOLS	1432.76	04/16/19			
						CL 84535	1231.34
						CL 84668	201.42
82203	S	3179 ADVANCED ENGINEERING & ENVIRONMENTAL SER	5910.00	04/16/19			
						CL 84626	5910.00
82204	S	2950 ALPHA TRAINING & TACTICS LLC & SALES	2092.00	04/16/19			
						CL 84545	636.00
						CL 84546	1456.00
82205	S	317 AMERICAN WELDING & GAS, INC.	226.11	04/16/19			
						CL 84578	155.19
						CL 84659	70.92
82206	S	1384 AUTO SPA	200.00	04/16/19			
						CL 84631	200.00
82207	S	3372 BARRY KIEMIELE	76.00	04/16/19			
						CL 84671	76.00
82208	S	3366 BENJI SCHWARTZ	593.00	04/16/19			
						CL 84531	593.00
82209	S	1403 BLUE TARP FINANCIAL, INC	319.89	04/16/19			
						CL 84662	319.89
82210	S	26 BORDER STATES ELECTRIC SUPPLY	2343.83	04/16/19			
						CL 84667	227.63
						CL 84681	2116.20
82211	S	73 BRAUN INTERTEC	7325.75	04/16/19			
						CL 84715	7325.75
82212	S	3374 BREANNA GRONAAS	76.00	04/16/19			
						CL 84674	76.00
82213	S	16 BROKERAGE PRINTING	120.55	04/16/19			
						CL 84569	120.55
82214	S	351 BUSINESS ESSENTIALS	782.43	04/16/19			
						CL 84527	46.44
						CL 84584	41.35
						CL 84643	453.99
						CL 84707	240.65
82215	S	3081 CALLIE ROTH	125.72	04/16/19			
						CL 84520	35.90
						CL 84589	69.82
						CL 84612	20.00
82216	S	1788 CANAD INN DESTINATION CENTER GRAND FORKS	169.20	04/16/19			
						CL 84628	169.20
82217	S	999999 CASS COUNTY S/A (CASIDY HEILMAN)	499.00	04/16/19			
						CL 84548	499.00
82218	S	61 CASS COUNTY TREASURER	10393.00	04/16/19			
						CL 84616	10315.00
						CL 84685	78.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
82219	S	1512 CDW GOVERNMENT, INC	32.98	04/16/19			
						CL 84568	32.98
82220	S	1777 CENTURY LINK	224.54	04/16/19			
						CL 84585	224.54
82221	S	2392 CHOICE FINANCIAL	20025.16	04/16/19			
						CL 84642	20025.16
82222	S	923 CHRIS DAVIDSON	365.00	04/16/19			
						CL 84637	365.00
82223	S	3216 CINTAS	84.71	04/16/19			
						CL 84645	84.71
82224	S	111 CITY OF FARGO	20252.72	04/16/19			
						CL 84530	598.00
						CL 84587	19654.72
82225	S	2880 CITY OF FARGO	216492.80	04/16/19			
						CL 84622	216476.00
						CL 84623	16.80
82226	S	1904 CODE 4 SERVICES, INC	1598.56	04/16/19			
						CL 84506	1598.56
82227	S	229 CONSOLIDATED COMMUNICATIONS	1532.72	04/16/19			
						CL 84588	1532.72
82228	S	3303 CONTINENTAL LIGHTING SUPPLY	1800.00	04/16/19			
						CL 84647	1800.00
82229	S	3245 CORE & MAIN	4705.45	04/16/19			
						CL 84522	3870.42
						CL 84579	835.03
82230	S	65 CURT'S LOCK & KEY	151.94	04/16/19			
						CL 84598	137.42
						CL 84634	14.52
82231	S	1675 DAKOTA FLUID POWER, INC	44.42	04/16/19			
						CL 84591	44.42
82232	S	79 DAKOTA HOSE & EQUIP	1738.27	04/16/19			
						CL 84583	237.50
						CL 84672	1500.77
82233	S	624 DAKOTA SUPPLY GROUP	50.91	04/16/19			
						CL 84664	50.91
82234	S	90 DAKOTA UNDERGROUND	1256.62	04/16/19			
						CL 84696	1256.62
82235	S	807 DISCOVERY BENEFITS, INC.	1040.50	04/16/19			
						CL 84570	530.75
						CL 84624	509.75
82236	S	3365 DUSTIN SCOTT	240.00	04/16/19			
						CL 84511	240.00
82237	S	2100 EAGLE RUN CROSSING LLC	854.63	04/16/19			
						CL 84564	854.63
82238	S	1849 EDWARD SHEELEY	440.00	04/16/19			
						CL 84574	440.00
82239	S	1502 EIDE BAILLY	1462.50	04/16/19			
						CL 84515	1462.50

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
82240	S	545 ELECTRIC PUMP, INC	3312.00	04/16/19			
82241	S	2862 ESSENTIA HEALTH	2051.00	04/16/19		CL 84534	3312.00
82242	S	818 EXHAUST PROS	75.00	04/16/19		CL 84561 CL 84716	654.00 1397.00
82243	S	660 FARGO FREIGHTLINER	933.47	04/16/19		CL 84553	75.00
82244	S	144 FARMERS BROTHERS COFFEE	343.15	04/16/19		CL 84605	933.47
82245	S	728 FARNAM'S GENUINE PARTS, INC	3.99	04/16/19		CL 84526	343.15
82246	S	2387 FERGUSON ENTERPRISES #3093	122.97	04/16/19		CL 84595	3.99
82247	S	329 FERGUSON WATERWORKS #2516	5033.87	04/16/19		CL 84678	122.97
82248	S	104 FORUM COMMUNICATIONS	526.99	04/16/19		CL 84600 CL 84656	343.28 4690.59
82249	S	155 GALLS, LLC	1899.09	04/16/19		CL 84516 CL 84517	305.48 221.51
82250	S	93 GATEWAY CHEVROLET	149.99	04/16/19		CL 84559	1899.09
82251	S	2558 GOODYEAR COMMERCIAL TIRE	2200.90	04/16/19		CL 84673	149.99
82252	S	556 GRAINGER, INC.	226.72	04/16/19		CL 84670	2200.90
82253	S	2877 GREATAMERICA FINANCIAL SERVICES	704.51	04/16/19		CL 84661	226.72
82254	S	2318 HABERDASHERY	128.90	04/16/19		CL 84708	704.51
82255	S	177 HACH CHEMICAL	396.16	04/16/19		CL 84539 CL 84694	93.87 35.03
82256	S	769 HARBOR FREIGHT TOOLS	349.98	04/16/19		CL 84680	396.16
82257	S	135 HAWKINS WTR TREATMENT	3034.55	04/16/19		CL 84596	349.98
82258	S	3080 HEALTH CHEMISTRY LAB	894.52	04/16/19		CL 84529	3034.55
82259	S	3059 HEITH JANKE	34.03	04/16/19		CL 84654	894.52
82260	S	1561 HORN PLASTICS, INC.	100.00	04/16/19		CL 84543	34.03
82261	S	1226 HP INC.	2884.84	04/16/19		CL 84650	100.00
						CL 84513 CL 84544 CL 84613 CL 84617 CL 84629	1550.56 775.28 290.00 100.00 169.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
82262	S	687 INFORMATION TECHNOLOGY DEPT	664.05	04/16/19			
82263	S	1660 INT'L CONFERENCE OF POLICE CHAPLAINS	125.00	04/16/19		CL 84557	664.05
82264	S	211 INTERSTATE BATTERIES	1165.70	04/16/19		CL 84552	125.00
82265	S	860 ISUZU DIESEL MIDWEST	17.94	04/16/19		CL 84532 CL 84676	599.60 566.10
82266	S	3368 IWORQ	36500.00	04/16/19		CL 84649	17.94
82267	S	233 J & L SPORTS	881.38	04/16/19		CL 84572	36500.00
82268	S	811 JASON ANDERSON	317.23	04/16/19		CL 84528 CL 84652	148.98 732.40
82269	S	2886 JENNA WILM	702.84	04/16/19		CL 84638	317.23
82270	S	40 JIM BROWNLEE	440.00	04/16/19		CL 84711	702.84
82271	S	3367 JIM LARSON	262.67	04/16/19		CL 84575	440.00
82272	S	2735 KADRMAS, LEE & JACKSON, INC	64923.50	04/16/19		CL 84540	262.67
82273	S	2122 KEY CONTRACTING	774.00	04/16/19		CL 84713 CL 84714	30574.00 34349.50
82274	S	3173 KIESLER'S POLICE SUPPLY, INC.	1710.00	04/16/19		CL 84518	774.00
82275	S	2196 L3 MOBILE-VISION, INC	6608.00	04/16/19		CL 84547	1710.00
82276	S	260 LAR'S BODY SHOP	81.95	04/16/19		CL 84558	6608.00
82277	S	277 LARSONS WELDING/MACHINE	677.81	04/16/19		CL 84635	81.95
82278	S	767 LASER SYSTEMS	2420.34	04/16/19		CL 84644 CL 84665	77.00 600.81
82279	S	711 LUTHER FAMILY FORD	1459.46	04/16/19		CL 84494 CL 84519	150.80 2269.54
82280	S	2676 LUTHERAN SOCIAL SERVICES	100.00	04/16/19		CL 84541	1459.46
82281	S	3304 MAC'S - FARGO	209.78	04/16/19		CL 84608	100.00
82282	S	1407 MARGY LARSON	235.00	04/16/19		CL 84653	209.78
						CL 84639	235.00

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
82283	S	299 MENARDS	534.50	04/16/19	_____	CL 84599 CL 84683	1.97 532.53
82284	S	323 METRO COG	44726.55	04/16/19	_____	CL 84508	44726.55
82285	S	3370 MINNESOTA CHAPTER AMERICAN PLANNING ASSO	25.00	04/16/19	_____	CL 84602	25.00
82286	S	3371 MONTANA ASSOCIATION OF PLANNERS	25.00	04/16/19	_____	CL 84606	25.00
82287	S	673 MOORHEAD ELECTRIC	260.00	04/16/19	_____	CL 84657	260.00
82288	S	2969 MTI DISTRIBUTING INC	402.14	04/16/19	_____	CL 84592	402.14
82289	S	628 MTW TOWING	85.00	04/16/19	_____	CL 84640	85.00
82290	S	335 ND DEPT OF TRANSPORTATION	2122377.95	04/16/19	_____	CL 84615	2122377.95
82291	S	895 ND INSURANCE DEPT.	12.21	04/16/19	_____	CL 84697	12.21
82292	S	370 ND SAFETY COUNCIL	20.00	04/16/19	_____	CL 84550	20.00
82293	S	334 ND STATE RADIO COMM.	2340.00	04/16/19	_____	CL 84551	2340.00
82294	S	1600 NELSON AUTO CENTER FLEET DEPT	27557.36	04/16/19	_____	CL 84641	27557.36
82295	S	364 NELSON INTERNATIONAL	912.95	04/16/19	_____	CL 84601 CL 84669 CL 84682	463.94 422.12 26.89
82296	S	271 NETWORK CENTER COMMUNICATIONS	9606.00	04/16/19	_____	CL 84567 CL 84614 CL 84627	230.00 5000.00 4376.00
82297	S	2523 NEXUS INNOVATIONS, INC	2565.00	04/16/19	_____	CL 84699	2565.00
82298	S	328 NORTHERN ENGINE & SUPPL	212.78	04/16/19	_____	CL 84593	212.78
82299	S	1715 NORTHWEST TIRE INC	177.00	04/16/19	_____	CL 84660 CL 84679	82.60 94.40
82300	C S	322 NOVA FIRE PROTECTION	0.00	04/16/19	_____	CL 84646	
82301	C S	1774 O'REILLY AUTOMOTIVE STORES, INC	0.00	04/16/19	_____	CL 84563	
82302	C S	353 OHNSTAD TWICHELL	0.00	04/16/19	_____	CL 84536	
82303	C S	352 OK TIRE	0.00	04/16/19	_____	CL 84524	

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
82304 *	S	399 OLYMPIC SALES	987.45	04/16/19		CL 84618 CL 84658	800.00 187.45
82305	S	631 ONE CALL CONCEPT	82.25	04/16/19		CL 84581	82.25
82306	S	276 OSTROMS ACE HARDWARE	659.65	04/16/19		CL 84562	659.65
82307	S	2488 PAT MCCARTHY PRODUCTIONS	598.00	04/16/19		CL 84632	598.00
82308	S	563 PETRO SERVE USA	37930.67	04/16/19		CL 84537 CL 84549 CL 84565 CL 84590	36218.73 15.01 1411.66 285.27
82309	S	1987 PETSMART	110.98	04/16/19		CL 84542 CL 84630	60.99 49.99
82310	S	3067 PLATINUM CHEMICALS	894.00	04/16/19		CL 84525	894.00
82311	S	1166 PRODUCTIVITY PLUS ACCOUNT	294.44	04/16/19		CL 84594 CL 84604	228.54 65.90
82312	S	1253 PROTECTION SYSTEMS, INC	11144.95	04/16/19		CL 84512 CL 84533	10555.00 589.95
82313	S	999999 RALLY POINT TRAINING CONSULTING	450.00	04/16/19		CL 84636	450.00
82314	S	3204 RECORD KEEPERS	16.00	04/16/19		CL 84538	16.00
82315	S	3373 RED RIVER CARPENTRY LLC	63.20	04/16/19		CL 84675	63.20
82316	S	3369 ROBEN ANDERSON	440.00	04/16/19		CL 84576	440.00
82317	S	2291 RYAN WUOLLET	139.90	04/16/19		CL 84555	139.90
82318	S	3353 SAM'S CLUB MC/SYNCE	664.12	04/16/19		CL 84709	664.12
82319	S	454 SANITATION PRODUCTS	79.82	04/16/19		CL 84677	79.82
82320	S	2512 SCOTT DIAMOND	150.00	04/16/19		CL 84521	150.00
82321	S	2177 SILVER DOLLAR BAR - KURT LEPIRD	125.30	04/16/19		CL 84611	125.30
82322	S	2655 SIMPLIFILE	285.00	04/16/19		CL 84609	285.00
82323	S	1626 SIRCHIE FINGERPRINT LABORATORIES	130.11	04/16/19		CL 84556	130.11

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
82324	S	31 STURDEVANT'S AUTO PARTS	375.32	04/16/19			
						CL 84597	375.32
82325	S	1225 T.R.S. INDUSTRIES, INC	619.10	04/16/19			
						CL 84663	619.10
82326	S	2491 TEAM LABORATORY CHEMICAL CORP	4050.00	04/16/19			
						CL 84666	4050.00
82327	S	1900 THE UPS STORE #5998	67.56	04/16/19			
						CL 84582	27.49
						CL 84651	40.07
82328	S	2213 TITAN MACHINERY, INC.	10667.55	04/16/19			
						CL 84571	10667.55
82329	S	3165 TODD BARTH	76.00	04/16/19			
						CL 84648	76.00
82330	S	2951 TYLER TECHNOLOGIES, INC	879.56	04/16/19			
						CL 84610	879.56
82331	S	2478 VALLI	5764.66	04/16/19			
						CL 84686	5053.50
						CL 84687	711.16
82332	S	1267 VERIZON WIRELESS	91.26	04/16/19			
						CL 84633	91.26
82333	S	3212 VISA ADMINISTRATION	1362.05	04/16/19			
						CL 84693	1362.05
82334	S	2439 VISA IT	1690.79	04/16/19			
						CL 84695	1690.79
82335	S	2438 VISA PLANNING	59.25	04/16/19			
						CL 84619	59.25
82336	S	2435 VISA POLICE #1	2168.44	04/16/19			
						CL 84691	2168.44
82337	S	3233 VISA POLICE #2	2865.46	04/16/19			
						CL 84689	2865.46
82338	S	3234 VISA POLICE #3	1062.81	04/16/19			
						CL 84690	1062.81
82339	S	3244 VISA POLICE #4	478.97	04/16/19			
						CL 84688	478.97
82340	S	2423 VISA PW	4775.96	04/16/19			
						CL 84625	4775.96
82341	S	2740 WASTE MANAGEMENT OF WI-MN	72269.18	04/16/19			
						CL 84655	72269.18
82342	S	566 WEST FARGO PARK DISTRICT	399128.60	04/16/19			
						CL 84514	399128.60
82343	S	2625 WEST FARGO POLICE EXPLORER POST	74.31	04/16/19			
						CL 84554	74.31
82344	S	2184 WEST SIDE STEEL	86.35	04/16/19			
						CL 84603	86.35
82345	S	549 WF PUB SCHOOLS DIST #6	550.00	04/16/19			
						CL 84507	550.00
82346	S	338 XCEL ENERGY	29323.22	04/16/19			
						CL 84566	1064.01
						CL 84586	5370.39
						CL 84607	19334.24
						CL 84620	806.41
						CL 84621	2497.22

04/16/19
15:57:40

CITY OF WEST FARGO, ND
Check Register
For the Accounting Period: 4/19

Page: 8 of 8
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
82347	S	1774 O'REILLY AUTOMOTIVE STORES, INC	1015.68	04/16/19	_____	CL 84710	250.95
82348	S	353 OHNSTAD TWICHELL	61323.63	04/16/19	_____	CL 84563	1015.68
82349	S	352 OK TIRE	135.00	04/16/19	_____	CL 84536	61323.63
82350	S	322 NOVA FIRE PROTECTION	108.00	04/16/19	_____	CL 84524	135.00
						CL 84646	108.00
Total for Claim Checks			3322946.28				
Count for Claim Checks			151				

* denotes missing check number(s)

of Checks: 151 Total: 3322946.28



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2016)

Application for: Local Permit * Charity Local Permit (one event per year)

Name of Non-profit Organization Sandhill Archers, Inc.	Date(s) of Activity 4/26/2019 to 4/26/2019	For a raffle, provide drawing date(s): 4/26/2019	
Person Responsible for the Gaming Operation and Disbursement of Net Income Odin Helgerson	Title Treasurer	Business Phone Number (701) 866-4078	
Business Address 3001 West Charyl Avenue	City West Fargo	State ND	Zip Code 58078-0000
Mailing Address (if different) Po Box 1022	City Fargo	State ND	Zip Code 58107-1022
Name of Site Where Game(s) will be Conducted Sandhills Archery Park	Site Address 3001 West Charyl Avenue		
City West Fargo	State ND	Zip Code 58078-0000	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
	Attached List				
Total:					(Limit \$12,000 per year) \$

Intended uses of gaming proceeds: The general operation of Sandhills Archery Club providing archery opportunities and education for people of all ages.

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 <i>Bruce Hoag</i>	Date 4/17/19	Title President	Business Phone Number 701-371-0468
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*CK#1028
pd 4-18-19
B75-*

SAC Banquet 2019 raffle prize list.

Sandhills Logo clothing	100
Primecuts Gift Cards	\$100
Bacon slabs	\$120
Racks of ribs	\$90
Henry rifle	\$450
.223 Rifle	\$750
Air rifle	\$200
Two oil changes	\$100
Taxidermy Certificates	\$100
Various general raffle items	<u>\$200</u>
TOTAL	<u><u>\$2,210</u></u>

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING CONTRACT AND CONTRACTOR'S BOND
IN STREET IMPROVEMENT DISTRICT NO. 2250
(Kensngton Drive - Hidden Circle Connection)

BE IT RESOLVED by the City Commission of the City of West Fargo, North Dakota, that it is hereby found, determined and declared that the contract heretofore entered into by and between the City of West Fargo and Northern Improvement Company is in full conformity with the law, including Section 40-22-36 of the North Dakota Century Code; that the contractor's bond of Northern Improvement Company heretofore received and filed with the City Auditor is in full conformity with the law including Section 48-02-06.2 of the North Dakota Century Code; and that the contract and contractor's bond are hereby approved.

Dated: May 6, 2019.

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: none. The following commissioners were absent and not voting: _____.
The majority having voted aye, the motion carried and the resolution was duly adopted.



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

G - _____ (_____) _____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **West Fargo Fire Department Incorporated**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Bordertown			
Street 807 Main Ave E	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7/1/19		Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted <u>and</u> played at the site (required) center of building along a south wall, patio area, bar and dining area			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 **OR** 800-326-9240

*CK# 2177
 Ad 4-24-19
 #100*



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 05-2018)

copy

License Number (Office Use Only)

Site Owner (Lessor) B P H A A K L L C		Site Name Bordertown		Site Phone Number (701) 277-1968
Site Address 807 Main Ave E		City West Fargo	State ND	Zip Code 58078
Organization (Lessee) West Fargo Fire Department Inc		Rental Period 7/1/19 to 6/30/20		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.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300.00</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ \$ 300.00
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device <input checked="" type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices <u>4</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 325.00
No additional rent is allowed for electronic pull tabs. Rent must be based on dispensing device requirements per NDCC 53-06.1-11 (5)(a)(b)				\$ 625.00
Total Monthly Rent				
5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.		<input type="checkbox"/>		

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.

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 <i>Paula Haakenfsm</i>	Title President	Date 3-26-19
Signature of Lessee <i>Stan Ban</i>	Title President of Board	Date 3/22/19

(over)

Consent Agenda Item: e



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **West Fargo Fire Department Incorporated**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Speedway			
Street 680 Main Ave W	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) dining and bar area, north entrance and north or the bar area			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 **OR** 800-326-9240

*ck # 2177
Pd 4-24-19
\$100.-*



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 05-2018)

License Number (Office Use Only)

Site Owner (Lessor) Jeanne Rodriguez		Site Name Speedway		Site Phone Number (701) 281-2388
Site Address 680 Main Ave W	City West Fargo	State ND	Zip Code 58078	County Cass
Organization (Lessee) West Fargo Fire Department Inc		Rental Period 7/1/2019 to 6/30/2020		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.		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device <input checked="" type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices <u>3</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ 100
No additional rent is allowed for electronic pull tabs. Rent must be based on dispensing device requirements per NDCC 53-06.1-11 (5)(a)(b)				
Total Monthly Rent				\$ 100
5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.		<input type="checkbox"/>		

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.

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 <i>Jeanne Rodriguez</i>	Title <i>Cass/Cas</i>	Date <i>3/29/19</i>
Signature of Lessee <i>John Dan</i>	Title <i>board president</i>	Date <i>3/22/19</i>



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

G - _____ (_____) _____ Site License Number (Attorney General Use Only)

Full, Legal Name of Gaming Organization West Fargo Fire Department Incorporated
--

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Silver Dollar			
Street 221 Sheyenne Street	City West Fargo	ZIP Code 58078	County Cass
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) center of building along a north wall			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)	
Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS	
Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 **OR** 800-326-9240

Handwritten:
 CK #2177
 pd 4-24-19
 \$100



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 05-2018)

License Number (Office Use Only)

Site Owner (Lessor) Silver Dollar Inc		Site Name Silver Dollar		Site Phone Number (701) 281-0715
Site Address 221 Sheyenne Street	City West Fargo	State ND	Zip Code 58078	County Cass
Organization (Lessee) West Fargo Fire Department Inc		Rental Period 7/1/2019 to 6/30/2020		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.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300.00</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ \$ 300.00
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device <input checked="" type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices <u>2</u>		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$ 175.00
No additional rent is allowed for electronic pull tabs. Rent must be based on dispensing device requirements per NDCC 53-06.1-11 (5)(a)(b)				\$ 475.00
Total Monthly Rent				\$ 475.00
5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here.		<input type="checkbox"/>		

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.

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 President	Date 3/25/19
Signature of Lessee 	Title Board President	Date 3/22/19

(over)



GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

G - _____ (_____) _____ Site License Number (Attorney General Use Only)

Full, Legal Name of Gaming Organization	West Fargo Fire Department Incorporated
---	---

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location				Boston's Pizza			
Street		City		ZIP Code		County	
1640 13th Ave E		West Fargo		58078		Cass	
Beginning Date(s) Authorized			Ending Date(s) Authorized			Number of twenty-one tables if zero, enter "0":	
7/1/19			6/30/20			0	
Specific location where games of chance will be conducted <u>and</u> played at the site (required)							
center entrance on an east wall, dining and bar area							
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known							

RESTRICTIONS (City/County Use Only)	
Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)		
<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS	
Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 **OR** 800-326-9240

*ck # 2177
pd 100.
4/24/19*



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 05-2018)

License Number (Office Use Only)

Site Owner (Lessor) South 49 Properties Inc		Site Name Boston's Pizza		Site Phone Number (701) 532-2220
Site Address 1640 13th Ave E	City West Fargo	State ND	Zip Code 58078	County Cass
Organization (Lessee) West Fargo Fire Department Inc		Rental Period 7/1/2019	to 6/30/2020	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.		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device <input type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices _____ No additional rent is allowed for electronic pull tabs. Rent must be based on dispensing device requirements per NDCC 53-06.1-11 (5)(a)(b)		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 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.		<input type="checkbox"/>		

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.

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 President	Date 3/4/19
Signature of Lessee	Title Board President	Date 3/22/19

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

***Please Note: The following information must be completed and submitted to the West Fargo City Auditor’s Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5320 DATE: May 2, 2019

3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:

Corrected 2nd Reading on Ordinance 1128. A couple lots were missed that are to be zoned P: Public Facilities in The Wilds 11th Addition (see attached).

4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):

Property located in part of Government Lots 3-5 in the NW¼ of Section 6, T138N, R49W, City of West Fargo, North Dakota, City of West Fargo, North Dakota.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Corrected Second Reading on the rezoning.

ORDINANCE NO. 1128

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF WEST FARGO, NORTH DAKOTA, AS ADOPTED IN SECTION 4-301 OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO.

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

SECTION 1. Amendment. The Official Zoning Map of the City of West Fargo, North Dakota, as adopted in Section 4-301 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended as follows:

The district as shown upon the following described area shall be and the same is hereby rezoned from A (Agricultural District) to R-1SM (Mixed One and Two Family Dwellings District):

Lots 1-13, 15-34, and 36-43, Block 1 of proposed The Wilds Eleventh Addition to the City of West Fargo.

The district as shown upon the following described area shall be and the same is hereby rezoned from A (Agricultural District) to R-1 (One and Two Family Dwellings District):

Lots 44-49, 53-56, and 58-63, Block 1; all of Blocks 2, 3, and 4; Lots 1-15 and 17-31, Block 5, and all of Blocks 6 and 7 of proposed The Wilds Eleventh Addition to the City of West Fargo.

The district as shown upon the following described area shall be and the same is hereby rezoned from A (Agricultural District) to R-2 (Limited Multiple Dwellings District):

Lot 52, Block 1, of proposed The Wilds Eleventh Addition to the City of West Fargo.

The district as shown upon the following described area shall be and the same is hereby rezoned from A (Agricultural District) to P (Public Facilities District):

Lots 14, 35, 50, 51, and 57, Block 1; and Lots 16, 32, and 33, Block 5 of proposed The Wilds Eleventh Addition to the City of West Fargo.

SECTION 2. Amendment of Zoning Map. The proper City Officials are hereby authorized to amend and change the City Zoning Map to correspond thereto.

SECTION 3. 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:

*** Consent Agenda ***

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # j

***Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5320 DATE: May 2, 2019

3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:

Reapprove Eaglewood 7th Addition, a Subdivision, which was approved April 15, 2019. New plat reflects lot line changes based on City Engineer's comments on storm water/pond functionality.

4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):

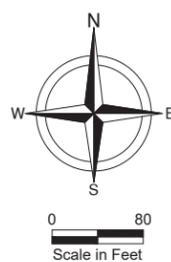
Property located in the SW¼ of Section 19, T139N, R49W, City of West Fargo, North Dakota.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Final Plat Approval subject to conditions listed in the staff report.

PLAT OF EAGLEWOOD SEVENTH ADDITION

TO THE CITY OF WEST FARGO, A PLAT OF PART OF THE SOUTHWEST QUARTER OF SECTION 19,
TOWNSHIP 139 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA



- LEGEND**
- IRON MONUMENT FOUND
 - SET 5/8"X18" REBAR WITH YELLOW PLASTIC CAP #6571
 - P.O.B. POINT OF BEGINNING
 - L ARC LENGTH
 - R RADIUS LENGTH
 - Δ CENTRAL ANGLE
 - CH. BRG. CHORD BEARING

BASIS OF BEARINGS: EAGLEWOOD FIFTH ADDITION TO THE CITY OF WEST FARGO ACCORDING TO THE RECORDED PLAT THEREOF.

UTILITY EASEMENTS ARE 10' WIDE ALONG AND ADJACENT TO ALL STREET RIGHT OF WAYS AS SHOWN UNLESS OTHERWISE NOTED.

CITY ENGINEER'S APPROVAL
THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2019.

DUSTIN T. SCOTT, CITY ENGINEER
STATE OF NORTH DAKOTA
COUNTY OF CASS



ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DUSTIN T. SCOTT, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

CERTIFICATE

STEVEN W. HOLM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "EAGLEWOOD SEVENTH ADDITION" TO THE CITY OF WEST FARGO, A PLAT OF PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 139 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE BOUNDARY SURVEY; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT THE EXTERIOR BOUNDARY LINES OF SAID ADDITION ARE DESCRIBED AS FOLLOWS, TO WIT:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 139 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CASS COUNTY, NORTH DAKOTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF EAGLEWOOD FIFTH ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, SAID COUNTY; THENCE NORTH 01 DEGREE 44 MINUTES 27 SECONDS EAST ON A RECORD BEARING ALONG THE WESTERLY LINE OF SAID EAGLEWOOD FIFTH ADDITION FOR A DISTANCE OF 620.96 FEET; THENCE NORTH 87 DEGREES 43 MINUTES 25 SECONDS EAST CONTINUING ALONG SAID WESTERLY LINE FOR A DISTANCE OF 104.64 FEET; THENCE NORTH 02 DEGREES 16 MINUTES 35 SECONDS WEST CONTINUING ALONG SAID WESTERLY LINE FOR A DISTANCE OF 204.14 FEET TO THE NORTHWEST CORNER OF SAID EAGLEWOOD FIFTH ADDITION, SAID CORNER ALSO BEING ON THE SOUTH LINE OF BROOKS HARBOR SECOND ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF SAID RECORDER; THENCE SOUTH 87 DEGREES 43 MINUTES 25 SECONDS WEST ALONG THE SOUTH LINE OF SAID BROOKS HARBOR SECOND ADDITION FOR A DISTANCE OF 1333.39 FEET TO THE EASTERLY LINE OF THE SHEYENNE DIVERSION ACCORDING TO WARRANTY DEED DOCUMENT NO. 724928, RECORDED AUGUST 29, 1990, ON FILE AND OF RECORD IN THE OFFICE OF SAID RECORDER; THENCE SOUTH 01 DEGREE 54 MINUTES 55 SECONDS EAST ALONG THE EASTERLY LINE OF SAID SHEYENNE DIVERSION FOR A DISTANCE OF 118.61 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 05 SECONDS WEST CONTINUING ALONG SAID EASTERLY LINE FOR A DISTANCE OF 25.00 FEET; THENCE SOUTH 01 DEGREE 54 MINUTES 55 SECONDS EAST CONTINUING ALONG SAID EASTERLY LINE FOR A DISTANCE OF 104.64 FEET; THENCE NORTH 02 DEGREES 16 MINUTES 35 SECONDS WEST CONTINUING ALONG SAID WESTERLY LINE FOR A DISTANCE OF 204.14 FEET TO THE NORTHWEST CORNER OF EAGLEWOOD FIFTH ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF SAID RECORDER; THENCE NORTH 88 DEGREES 05 MINUTES 05 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID EAGLEWOOD FIFTH ADDITION FOR A DISTANCE OF 213.28 FEET; THENCE SOUTH 53 DEGREES 11 MINUTES 42 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 80.87 FEET; THENCE NORTH 87 DEGREES 43 MINUTES 25 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 160.07 FEET; THENCE NORTH 40 DEGREES 50 MINUTES 51 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 54.80 FEET; THENCE NORTH 87 DEGREES 43 MINUTES 25 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 327.52 FEET; THENCE SOUTH 34 DEGREES 18 MINUTES 04 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 47.18 FEET; THENCE NORTH 87 DEGREES 43 MINUTES 25 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 172.19 FEET; THENCE SOUTH 70 DEGREES 40 MINUTES 47 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 68.57 FEET; THENCE SOUTH 81 DEGREES 40 MINUTES 04 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 95.40 FEET; THENCE SOUTH 69 DEGREES 34 MINUTES 20 SECONDS EAST CONTINUING ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 63.80 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 21.53 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

STEVEN W. HOLM
REGISTERED LAND SURVEYOR
REG. NO. LS-6571

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED STEVEN W. HOLM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "EAGLEWOOD SEVENTH ADDITION" TO THE CITY OF WEST FARGO, A PLAT OF PART OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 139 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF STEVEN W. HOLM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. WE HEREBY DEDICATE ALL STREETS, AVENUES, UTILITY EASEMENTS, STORM SEWER EASEMENTS, POND ACCESS/MAINTENANCE EASEMENTS AND STORM WATER STORAGE EASEMENTS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

OWNER: WESTWOOD DEVELOPMENT, LLC

KEVIN CHRISTIANSON, PRESIDENT

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KEVIN CHRISTIANSON, PRESIDENT, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF WESTWOOD DEVELOPMENT, LLC.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2019.

TOM MCDUGALL, CHAIRMAN

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOM MCDUGALL, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF THE WEST FARGO PLANNING COMMISSION.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2019.

BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION

TINA FISK, CITY AUDITOR

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION AND TINA FISK, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY ATTORNEY APPROVAL

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 _____, 2019.

JOHN T. SHOCKLEY, CITY ATTORNEY

STATE OF NORTH DAKOTA
COUNTY OF CASS

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY, CITY ATTORNEY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ATTORNEY.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA





Consent Agenda Item: k

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

MAY = 2 2019

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization Boys and Girls Club of the Red River Valley

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Work Zone Bar
Street 701 Main Avenue East City West Fargo ZIP Code 58078 County Cass
Beginning Date(s) Authorized 7/1/19 Ending Date(s) Authorized 6/30/20 Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site (required) Entire Bar Area, Excluding Patio and Restrooms
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted) Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

Grid of checkboxes for gaming activities: Bingo, ELECTRONIC Quick Shot Bingo, Raffles, ELECTRONIC 50/50 Raffle, Pull Tab Jar, Pull Tab Dispensing Device, ELECTRONIC Pull Tab Device, Club Special, Tip Board, Seal Board, Punchboard, Prize Board, Prize Board Dispensing Device, Sports Pools, Twenty-One, Poker, Calcuttas, Paddlewheels with Tickets, Paddlewheel Table.

APPROVALS

Approval table with columns for Attorney General, Signature of City/County Official, and Date.

INSTRUCTIONS:

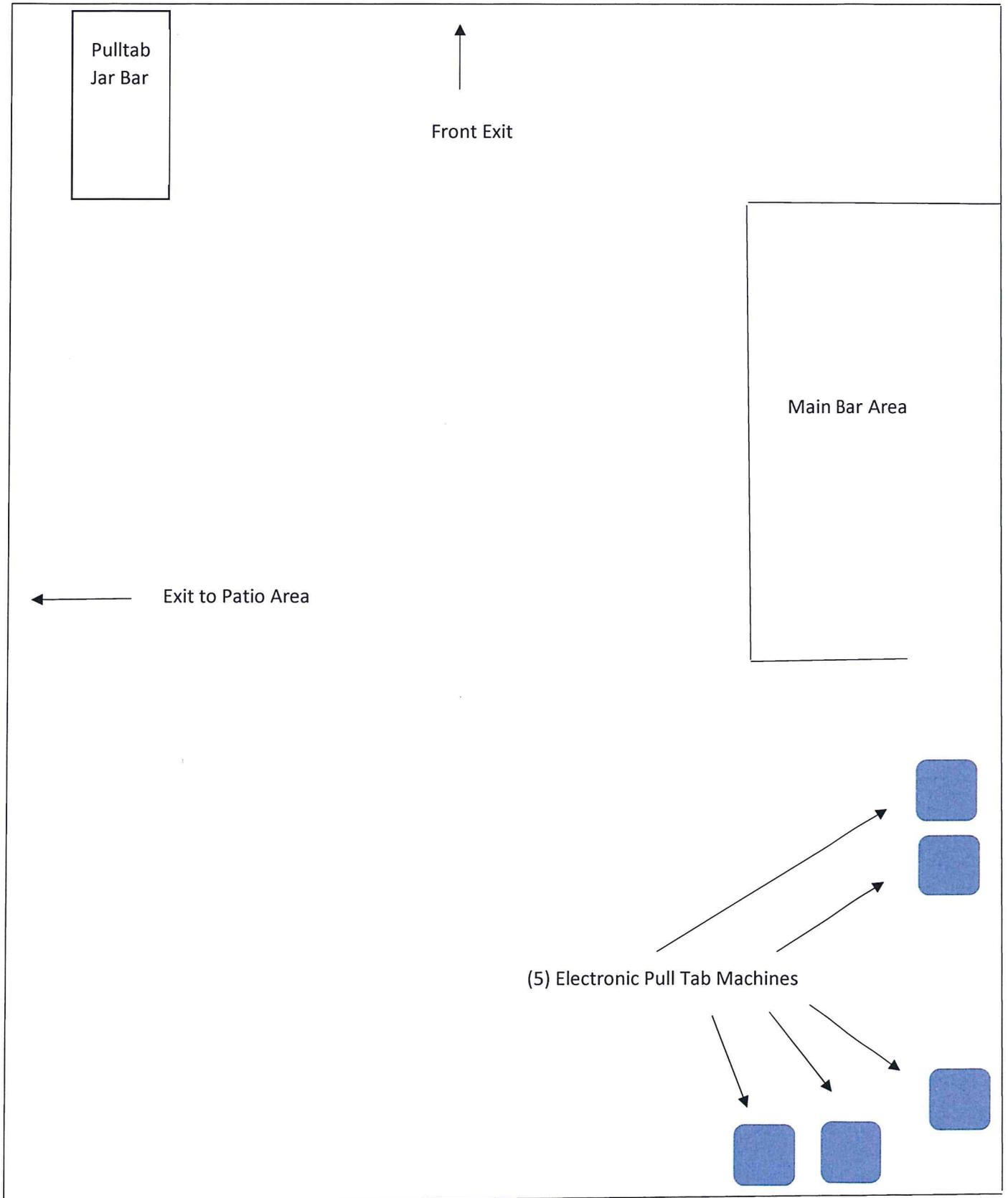
- 1. City/County-Retain a copy of the Site Authorization for your files.
2. City/County-Return the original Site Authorization form to the Organization.
3. Organizations - Send the original, signed, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240

Handwritten notes: CK #4142, pd 5-2-19, \$100.

Work Zone Bar Site Layout
701 Main Ave E, West Fargo ND 58078





RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 05-2018)

License Number (Office Use Only)

Site Owner (Lessor) WORK ZONE LLC		Site Name WORK ZONE		Site Phone Number 701-277-5652
Site Address 701 main Ave East		City West Fargo	State ND	Zip Code 58078
Organization (Lessee) Boys + Girls Club		Rental Period July 1, 2019 to June 30, 2020		County CASS
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.				<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes \$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$ \$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____				<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input checked="" type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device <input checked="" type="checkbox"/> Electronic Dispensing Device Number of Electronic Devices <u>5</u>				<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes \$ 325
No additional rent is allowed for electronic pull tabs. Rent must be based on dispensing device requirements per NDCC 53-06.1-11 (5)(a)(b)				
Total Monthly Rent				\$ 325
5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here. <input type="checkbox"/>				

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.

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 <i>Ronnie Banda</i>	Title <i>General Manager</i>	Date <i>4-23-19</i>
Signature of Lessee <i>Ronnie Banda</i>	Title <i>CEO</i>	Date <i>4/24/19</i>

Regular Agenda Item #1

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION SETTING THE FEE SCHEDULE FOR LIQUOR AND CABARET LICENSES

WHEREAS, the City of West Fargo, North Dakota (the “City”) has the authority to regulate the licenses granted in the City; and

WHEREAS, the City charges fees for licenses related to the sale of alcohol and entertainment; and

WHEREAS, under Sections 10-0105 and 10-0125 of the Revised Ordinances of 1990 of the City of West Fargo relating to liquor and cabaret licenses, the fee for each license will be as set forth on the license fee schedule as adopted by resolution of the City Commission for the City of West Fargo; and

WHEREAS, the City Commission wishes to set the fees associated with the various types of liquor licenses and for cabaret licenses.

NOW THEREFORE, be it resolved by the City Commission of the City of West Fargo as follows:

1. That the City has reviewed fees of surrounding cities in comparison to the City’s fees for liquor and cabaret licenses.
2. That the fees for liquor and cabaret licenses, as required under Section 10-0105 and 10-0125 of the Revised Ordinances of 1990 of the City of West Fargo, are hereby set in the amounts set forth in the LIQUOR AND CABARET LICENSE FEE SCHEDULE attached as **Exhibit A**.
3. That the City Commission hereby adopts the fees set forth in the LIQUOR AND CABARET LICENSE FEE SCHEDULE.
4. The fee modifications set forth in the LIQUOR AND CABARET LICENSE FEE SCHEDULE are effective on the 1st day of June, 2019, unless and until amended by the West Fargo City Commission.

Dated: May 6, 2019.

APPROVED:

Bernie L. Dardis, President of the Board of
City Commissioners

ATTEST:

Tina Fisk, City Auditor

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

EXHIBIT A

LIQUOR AND CABARET LICENSE FEE SCHEDULE

LICENSE TYPE	ANNUAL FEE
Wholesaler's License	\$2,000
Retail Bar On and Off Sale Liquor, Wine and Beer License	\$3,000
Retail Bar On Sale Liquor, Wine and Beer License	\$2,000
Retail Liquor Store Off Sale Liquor, Wine and Beer License	\$2,000
Restaurant On and Off Sale Liquor, Wine and Beer License	\$2,000
Restaurant On Sale Liquor, Wine and Beer License	\$2,000
Retail Club or Lodge On Sale Liquor, Wine and Beer License	\$2,000
Retail Convenience/Grocery Store Off Sale Liquor, Wine and Beer License	\$500
Retail Business On Sale Wine and Beer License	\$1,200
Public Facilities License	\$2,000
Cabaret License	\$250

AGENDA ITEM DESCRIPTION
CITY COMMISSION
WEST FARGO, NORTH DAKOTA

Agenda # 3

***Please Note: The following information must be completed and submitted to the West Fargo City Auditor's Office by the Thursday noon preceding the City Commission meeting. Failure to comply may result in no action being taken on your request.

1. CONTACT PERSON: Tim Solberg

2. PHONE NUMBER: 433-5320 DATE: May 1, 2019

3. PLEASE **BRIEFLY** DESCRIBE YOUR REQUEST:

Maple Ridge at the Preserve 6th Addition, Replat and Rezoning from P: Public Facilities to R-1A: Single Family Dwellings

4. SITE ADDRESS OR LEGAL DESCRIPTION (if applicable):

Lots 25 & 35, Block 1 of Maple Ridge at the Preserve 2nd Addition, City of West Fargo, North Dakota.

5. ACTION BEING REQUESTED FROM CITY COMMISSION:

Final Plat Approval and Second Reading based on conditions listed in the staff report.

CITY OF WEST FARGO PLANNING & COMMUNITY DEVELOPMENT

STAFF REPORT

A18-37 Replat/Rezoning	
Maple Ridge at the Preserve 6 th Addition	
Lots 25 & 35, Block 1 of Maple Ridge at the Preserve 2 nd Addition, City of West Fargo, North Dakota	
Applicant: City of West Fargo Owners: Jason & Michelle Metzger/City of West Fargo	Staff Contact: Tim Solberg, AICP
Planning & Zoning Commission Introduction:	08-14-2018
Public Hearing:	08-14-2018 – Approval
City Commission Introduction:	08-20-2018
Public Hearing & 1 st Reading:	09-04-2018
2 nd Reading and Final Plat Approval:	05-06-2019

PURPOSE:

To replat and rezone to bring an existing single-family property into conformance with the rear yard requirements of the R-1A: Single Family Dwelling district standards.

STATEMENTS OF FACT:

Land Use Classification:	G-4A – Core Retrofit Growth Area
Existing Land Use:	Single Family Dwelling and Retention Pond
Current Zoning District(s):	R-1A: Single Family Dwelling & P: Public Facilities
Zoning Overlay District(s):	CO: Corridor Overlay District
Proposed Zoning District(s):	R-1A: Single Family Dwellings
Total area size:	Approximately 15,345 ft ²
Adjacent Zoning Districts:	North, East & West – R-1A: Single Family Dwellings South – P: Public Facilities & R-1A: Single Family Dwellings East – A: Agricultural West – M: Heavy Industrial
Adjacent street(s):	32 nd Ave E (Arterial); 31 st Ave E (Local); Claire Dr E (Local); Sheyenne River Way (Private Drive)

DISCUSSION AND OBSERVATIONS:

- The property was platted in 2012 and a single family dwelling constructed in 2013.
- Recently it was determined that the home did not meet the rear yard setback requirements of 30' at the time of permitting.
- Although the home does not conform to the zoning requirements of the R-1A District, because the City issued a permit, it could be determined that the property is a legal non-conforming structure.
- Legal non-conforming structures are regulated under Section 4-474 of City Ordinances which state: Such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:
 1. No such nonconforming structure may be enlarged or altered in any way which increases its nonconformity, but any structure or portion thereof may be altered to decrease it nonconformity.

STAFF REPORT

2. Should such nonconforming structure or nonconforming portion of structure be destroyed by any means to the extent of more than 50 percent of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this Ordinance.
 3. Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.
- Although the property can continue, banks will not typically lend for a property which is legal non-conforming because the second clause which does not allow the property to be rebuilt if damaged.
 - A remedy for the situation exists which is to subdivide additional property from the City, to plat and rezone to bring the property into compliance.
 - The City would maintain the property in an easement so no structure would be able to be constructed on the land and the City could maintain the retention needs of the pond, but the house would now be in compliance with the yard requirements of the R-1A zoning district standards.

NOTICES:

Sent to: Property owners within 150' and applicable agencies and departments

Comments Received:

- None to date.

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

- The proposed application would ensure the structure becomes consistent with the City plans and ordinances. The Comp Plan includes this area in the "Core Retrofit Growth Area", however it is due to proximity and the subdivision is not anticipated to be retrofitted due to the minor lot line change.

RECOMMENDATIONS:

It is recommended that the City approve the proposed application on the basis that it is consistent with City plans and ordinances with recommended conditions of approval as follows:

1. An Attorney Title Opinion is received.
2. A signed vacation of the previous plat is received.
3. Signed Final Plat is received with any necessary easements.
4. A certificate is received showing taxes are current.

PLANNING AND ZONING RECOMMENDATION:

At their August 14, 2018 meeting, the Planning and Zoning Commission approved the Replat and Rezoning subject to the four conditions listed above, with a change to item #4 to include the new easement. A fifth condition was also added that an actual valuation be performed to calculate the dollar amount of the additional property to ensure a public sale is not required. The City Assessor has researched the value of the property and due to the easements being maintained has determined the value to be \$350 which is far under the City's legal requirements to hold a public sale.



A18-37
Proposed Subdivision

SHEYENNE RIVER WAY

CLAIRE DRE

31ST AVE E

32ND AVE E



A18-37
Proposed Subdivision

SHEYENNE RIVER WAY

CLAIRE DRE

31ST AVE E

32ND AVE E



- A: Agricultural
- C: Light Commercial
- C-PUD: PUD in General Commercial
- C-OP: Commercial Office Park
- C-OP-PUD: PUD in Office Park

- HC: Heavy Commercial
- LI: Light Industrial
- CM-PUD: PUD in Light Industrial
- M: Heavy Industrial
- P: Public

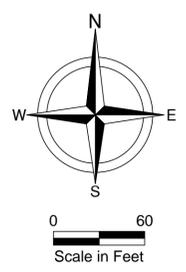
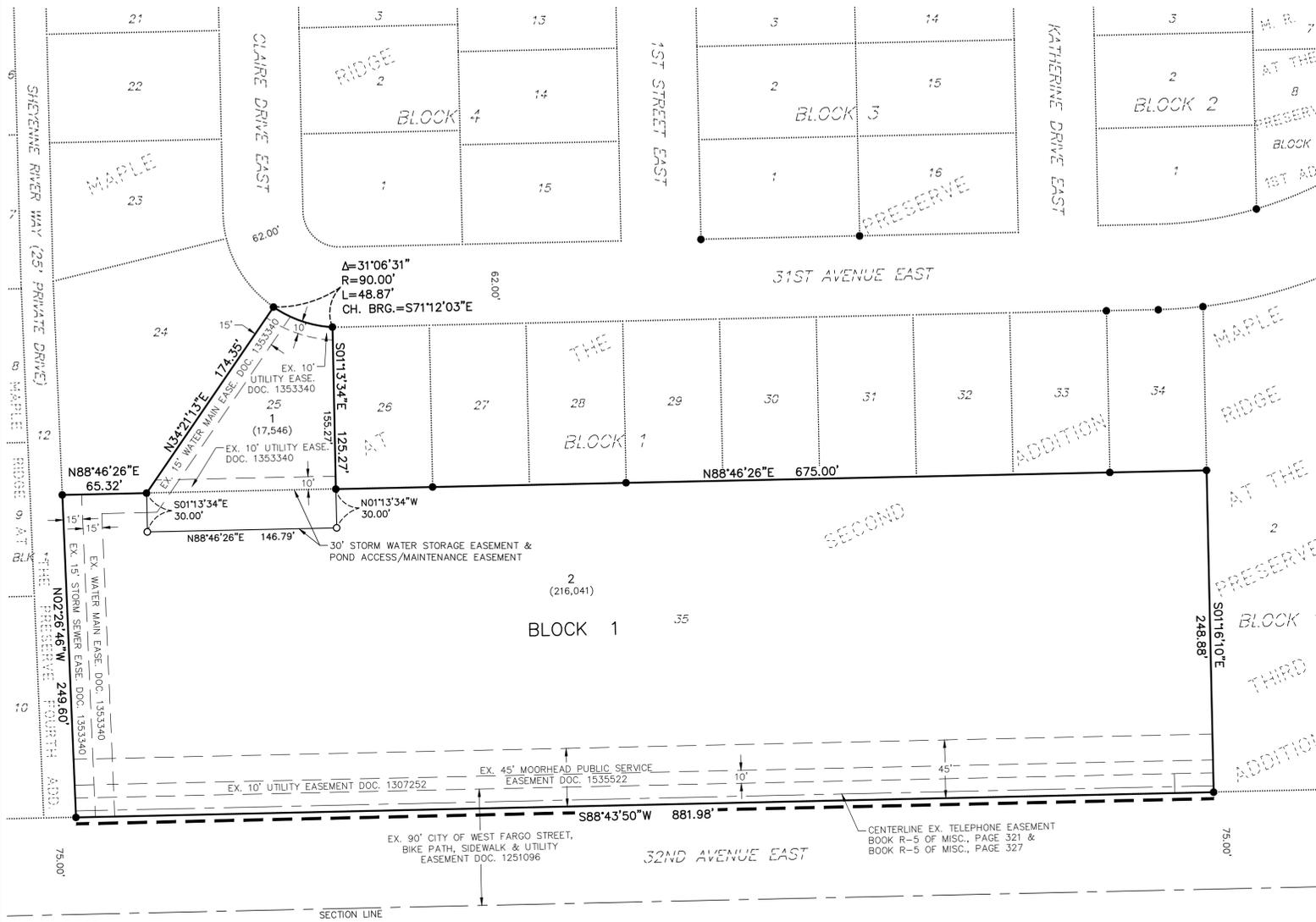
- P-PUD: PUD in Public
- R-L1A: Large Lot Single Family Dwelling
- R-1A: Single Family Dwelling
- R-1: One and Two Family Dwelling

- R-1SM: Mixed One and Two Family Dwelling
- R-2: Limited Multiple Dwelling
- R-3: Multiple Dwelling
- R-4: Mobile Home

- R-5: Manufactured Home Subdivision
- R-1E: Rural Estate
- R-R: Rural Residential
- R-PUD: PUD in Residential



PLAT OF MAPLE RIDGE AT THE PRESERVE SIXTH ADDITION TO THE CITY OF WEST FARGO, A REPLAT OF LOT 25 AND LOT 35, BLOCK 1, MAPLE RIDGE AT THE PRESERVE SECOND ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA



- LEGEND**
- IRON MONUMENT FOUND
 - SET 5/8"X18" REBAR WITH YELLOW PLASTIC CAP #6571
 - L ARC LENGTH
 - R RADIUS LENGTH
 - Δ CENTRAL ANGLE
 - CH. BRG. CHORD BEARING
 - ACCESS CONTROL

- EASEMENT OF RECORD**
- CASS RURAL WATER USERS, INC. BOOK X-6 OF MISC. PG. 326

BASIS OF BEARINGS: MAPLE RIDGE AT THE PRESERVE SECOND ADDITION ACCORDING TO THE RECORDED PLAT THEREOF.

CERTIFICATE

STEVEN W. HOLM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "MAPLE RIDGE AT THE PRESERVE SIXTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 25 AND LOT 35, BLOCK 1, MAPLE RIDGE AT THE PRESERVE SECOND ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY THEREOF; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS, TO WIT:

ALL OF LOT 25 AND LOT 35, BLOCK 1, MAPLE RIDGE AT THE PRESERVE SECOND ADDITION TO THE CITY OF WEST FARGO, ACCORDING TO THE RECORDED PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA.

SAID TRACT CONTAINS 5.36 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

STEVEN W. HOLM
REGISTERED LAND SURVEYOR
REG. NO. LS-6571
STATE OF NORTH DAKOTA)
COUNTY OF CASS)



ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED STEVEN W. HOLM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "MAPLE RIDGE AT THE PRESERVE SIXTH ADDITION" TO THE CITY OF WEST FARGO, A REPLAT OF LOT 25 AND LOT 35, BLOCK 1, MAPLE RIDGE AT THE PRESERVE SECOND ADDITION TO THE CITY OF WEST FARGO, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF STEVEN W. HOLM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. WE HEREBY DEDICATE ALL STORM WATER STORAGE EASEMENTS AND POND ACCESS MAINTENANCE EASEMENTS SHOWN ON SAID PLAT TO THE USE OF THE CITY OF WEST FARGO.

OWNER: LOT 1, BLOCK 1

JASON J. METZGER MICHELLE K. METZGER
STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JASON J. METZGER AND MICHELLE K. METZGER, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

OWNER: LOT 2, BLOCK 1: CITY OF WEST FARGO

BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION)
TINA FISK, CITY AUDITOR)
STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION AND TINA FISK, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2019.

TOM MCDOUGALL, CHAIRMAN

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOM MCDOUGALL, CHAIRMAN OF THE WEST FARGO PLANNING COMMISSION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE NAME OF THE WEST FARGO PLANNING COMMISSION.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2019.

BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION)
TINA FISK, CITY AUDITOR)

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BERNIE L. DARDIS, PRESIDENT OF THE WEST FARGO CITY COMMISSION, AND TINA FISK, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF WEST FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

WEST FARGO CITY ATTORNEY APPROVAL

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 _____, 2019.

JOHN T. SHOCKLEY, CITY ATTORNEY

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOHN T. SHOCKLEY, CITY ATTORNEY, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS THE CITY ATTORNEY.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF WEST FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2019.

DUSTIN T. SCOTT, CITY ENGINEER

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DUSTIN T. SCOTT, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA





ENGINEERING DEPARTMENT

800 4 Ave E, Suite 1
West Fargo, ND 58078
701.433.5300
www.westfargond.gov

AGENDA ITEM REQUEST
BOARD OF CITY COMMISSIONERS
WEST FARGO, NORTH DAKOTA

OFFICE USE:
AGENDA ITEM # 4

- CONTACT PERSON(s):
 - Dustin T. Scott, City Engineer (433-5425)
- DATE OF MEETING: **May 6, 2019**

**** Proposed "Consent" or "Regular" Item? Regular ****

- DESCRIPTION OF REQUEST:
 - Review (2) petitions for improvements relating to street paving within Eagle Run Plaza 6th Addition (*north side of Sheyenne-32 development project*)
 - Review map and legal description for the creation of an improvement district, which is to be designated as "Street Improvement District No. 2254"
- LOCATION (address; legal; etc.):
 - Eagle Run Plaza 6th Addition
- ACTION(S) REQUESTED:
 - Accept petition for improvements submitted by Sheyenne 32, LLC
 - Accept petition for improvements submitted by 25th Street Investments, LLC
 - Approve the creation of "Street Improvement District No. 2254" (*pursuant to N.D.C.C. 40-22-08 & 40-22-09*).
 - Direct Engineer to prepare the Engineer's Report for "Street Improvement District No. 2254" (*pursuant to N.D.C.C. 40-22-10*).

I/ we Sheyenne 32, LLC are the legal and equitable owners of the following described property, to-wit:

Lots 2-8, Block 1 of the Eagle Run Plaza 6th Addition

(hereinafter the “**Property**”)

I/we hereby petition the City Commission of the City of West Fargo, Cass County, North Dakota, to create an improvement district for the purpose of constructing the following municipal improvements:

1. Within Lot 2, Block 1; Storm Sewer, Curb & Gutter, Street pavement, Driveways, Street Lights, Sidewalks, Signing, and Striping on the north side of Lots 3 & 4, Block 1 of the Eagle Run Plaza 6th Addition.
2. Within Lot 2, Block 1; On-Street Parking Improvements on the north side of Lots 3 & 4, Block 1 of the Eagle Run Plaza 6th Addition.

(hereinafter the “**Improvements**”)

I/We hereby request that the City Commission of the City of West Fargo, Cass County, North Dakota, determine by resolution that a written petition for the **Improvements** signed by the owners of a majority of the area of the **Property** included within the district, has been received and that the resolution declaring work necessary shall not be required for said improvement district.

I/we hereby certify that I/we am/are the legal and equitable owner(s) of the **Property** and have the authority to grant the City of West Fargo all necessary easements, rights of ways, fee

simple, dedications and other interests in the **Property** that may be required to complete the construction of the **Improvements**.

I/We agree that pursuant to North Dakota Century Code Chapters 40-23 through 40-32 that the City shall assess the entire cost of the Improvements against my/our Property and hereby agree to pay the entire cost as levied and apportioned by the city.

Dated this 7th day of February, 2019.

OWNERS:

Todd N. Berging, President
[Signature]

This petition must be accompanied by evidence of ownership of the Property. Such evidence can include the following items: (a) title opinion; (b) O & E report; or (c) a copy of the vesting deed.

#67135

OWNERS AND ENCUMBRANCE REPORT

From the review of the records in the County Recorder of the County of Cass, State of North Dakota, we find the following information as to the property hereinafter described:

Lots Two, Three, Four, Five, Six, Seven and Eight, in Block One, of Eagle Run Plaza Sixth Addition to the City of West Fargo, situate in the County of Cass and the State of North Dakota.

APPARENT RECORD TITLE HOLDER:

Warranty Deed between Sheyenne & 32nd Avenue Properties, LLC, Grantor, to 25th Street Investments, LLC, P.O. Box 9199, Fargo, ND, Grantee, dated May 5, 2016, recorded May 6, 2016 at 8:30 A.M., as Document No. 1476575; (Conveys Lot Two, in Block One, of Eagle Run Plaza Fourth Addition, Part of is now known as part of Lot Two, Block One, Eagle Run Plaza Sixth Addition);

Warranty Deed between West Fargo Public School District No. 6, Grantor, to Sheyenne 32, LLC, PO Box 879, Minot, ND, Grantee, dated August 25, 2016, recorded August 25, 2016 at 11:50 A.M., as Document No. 1487573; (Conveys: Part of Lot Two, Block Four, Eagle Run 12th Addition now platted as part of Eagle Run Plaza Sixth Addition); See attached for copy of document;

Warranty Deed between Sheyenne 32, LLC, Grantor, to City of West Fargo, a municipal corporation and political subdivision under the laws of the State of North Dakota, 800 4th Avenue, East, Suite 1, West Fargo, North Dakota, Grantee, dated March 2, 2018, recorded March 12, 2018 at 11:34 A.M., as Document No. 1532821; (Conveys: Lot Two, in Block One, of Eagle Run Plaza Sixth Addition);

Warranty Deed between Sheyenne 32, LLC, Grantor, to Ron Grothem, a married person, 505 Arrowwood Drive, Horace, ND, Grantee, dated October 2, 2018, recorded October 2, 2018 at 2:59 P.M., as Document No. 1548483; (Conveys: Lot Seven, Block One, Eagle Run Plaza Sixth Addition);
****Conveys a 20% fractional interest****

****ABSTRACTER'S NOTE: The above deed shown for reference purposes.**

Warranty Deed between Ron Grothem, a married person, Grantor, to Sheyenne 32 East, LLC, 400 10th Street SE, Minot, ND, Grantee, dated October 2, 2018, recorded November 2, 2018 at 8:00 A.M., as Document No. 1550798; (Conveys: Lot Seven, Block One, Eagle Run Plaza Sixth Addition); **** Conveys a 20% fractional interest ****

Warranty Deed between Sheyenne 32, LLC, Grantor, to Sheyenne 32 East, LLC, 400 10th Street SE, Minot, ND, Grantee, dated October 2, 2018, recorded November 2, 2018 at 8:00 A.M., as Document No. 1550799; (Conveys: Lot Seven, Block One, Eagle Run Plaza Sixth Addition);
****Conveys a 80% fractional interest****

UNSATISFIED OR OUTSTANDING LIENS, ENCUMBRANCES, SHERIFF'S CERTIFICATES OR CONTRACTS FOR DEED OR LEASES:

Commercial Real Estate Mortgage between 25th Street Investments LLC, Mortgagor, to Western State Bank, 755 13th Avenue East, West Fargo, North Dakota, Lender, dated May 5, 2016, recorded May 6, 2016 at 8:30 A.M., as Document No. 1476576, to secure the sum of \$637,500.00; ** Future Advances and Cross Collateralization clauses ** (Secures: Lot Two, Block One, Eagle Run Plaza Fourth Addition. Part of Lot Two, Block One, Eagle Run Plaza Fourth Addition is now platted as part of Eagle Run Plaza Sixth Addition);

Assignment of Leases and Rents between 25th Street Investments LLC, Assignor, to Western State Bank, 755 13th Avenue East, West Fargo, North Dakota, Assignee, dated May 5, 2016, recorded May 6, 2016 at 8:30 A.M., as Document No. 1476577; (Secures: Lot Two, Block One, Eagle Run Plaza Fourth Addition. Part of Lot Two, Block One, Eagle Run Plaza Fourth Addition is now platted as part of Eagle Run Plaza Sixth Addition);

Modification Agreement - Mortgage between 25th Street Investments LLC, Mortgagor, to Western State Bank, 755 13th Avenue East, West Fargo, North Dakota, Lender, dated April 11, 2014, recorded April 27, 2017 at 9:48 A.M., as Document No. 1508260 (Modifies Document No. 1476576); ****Extend the maturity date from April 1, 2017 to April 1, 2018**** (Secures: Lot Two, Block One, Eagle Run Plaza Fourth Addition. Part of Lot Two, Block One, Eagle Run Plaza Fourth Addition is now platted as part of Eagle Run Plaza Sixth Addition);

Modification of Mortgage between 25th Street Investments LLC, Grantor, to Western State Bank, P.O. Box 617, 755 13th Ave E, West Fargo, ND, Lender, dated April 25, 2018, recorded April 30, 2018 at 11:39 A.M., as Document No. 1536004 (Modifies Document No. 1476576); (Secures: Lot Two, in Block One, of Eagle Run Plaza Fourth Addition); **** Extend the maturity date from April 1, 2018 to April 1, 2019 **** (Secures: Lot Two, Block One, Eagle Run Plaza Fourth Addition. Part of Lot Two, Block One, Eagle Run Plaza Fourth Addition is now platted as part of Eagle Run Plaza Sixth Addition);

Mortgage between Sheyenne 32, LLC, Grantor, to BlackRidgeBANK, 855 26th Avenue East, West Fargo, ND, Lender, dated March 2, 2018, recorded March 8, 2018 at 9:20 A.M., as Document No. 1532581, to secure the sum of \$645,000.00; Secures:

Lots 3, 4, 5, 6, 7, 8 of Block 1 of Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County North Dakota

Mortgage between Sheyenne 32, LLC, Grantor, to BlackRidgeBANK, 855 26th Avenue East, West Fargo, ND, Lender, dated March 2, 2018, recorded March 8, 2018 at 9:20 A.M., as Document No. 1532585, to secure the sum of \$553,151.00; Secures:

Lots 3, 4, 5, 6, 7, 8 of Block 1 of Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County North Dakota

Construction Mortgage between Sheyenne 32 East, LLC, Grantor, to BlackRidgeBANK, 855 26th Avenue East, West Fargo, ND, Lender, dated November 9, 2018, recorded November 13, 2018 at 8:30 A.M., as Document No. 1551506, to secure the sum of \$11,325,000.00; (Secures: Lot Seven, Block One, Eagle Run Plaza Sixth Addition);

Assignment of Rents between Sheyenne 32 East, LLC, Grantor, to BlackRidgeBANK, 855 26th Avenue East, West Fargo, ND, Lender, dated November 9, 2018, recorded November 13, 2018 at 8:30 A.M., as Document No. 1551507; (Secures: Lot Seven, Block One, Eagle Run Plaza Sixth Addition);

UCC Financing Statement between Sheyenne 32 East, LLC, Debtor, to BlackRidgeBANK, 855 26th Avenue East, West Fargo, ND, Secured Party, recorded November 20, 2018 at 1:41 P.M., as Document No. 1552165 (Secures All Fixtures); (Secures: Lot Seven, Block One, Eagle Run Plaza Sixth Addition);

From the examination of the records there appear to be no unsatisfied judgments or renewals thereof docketed in the Office of the Clerk of District Court within and for said County within ten years next preceding the date hereof, no unsatisfied transcribed judgments docketed in the said Office of the Clerk of District Court within and for said County within the twenty years next preceding the date hereof, no unsatisfied federal tax liens or other federal liens specific to Cass County filed in the North Dakota Central Indexing System and/or the Office of the Recorder of said County, and no unsatisfied state tax liens filed in the North Dakota Central Indexing System, against **Sheyenne & 32nd Avenue Properties, LLC; 25th Street Investments LLC; West Fargo Public School District No. 6; Ron Grothem; Sheyenne 32, LLC; City of West Fargo; Sheyenne 32 East, LLC; EXCEPT: None;**

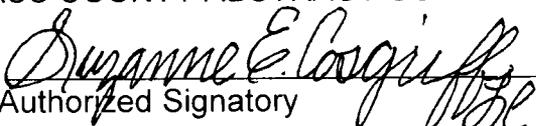
ADDITIONAL NAMES SEARCHED AT THE REQUEST OF THE EXAMINER, REALTOR AND/OR FINANCIAL INSTITUTION: **None;**

A search has been made of the NORTH DAKOTA CHILD SUPPORT LIEN REGISTRY on or after March 1, 2012, and there are no unsatisfied liens against (only EXACT names have been searched): **Ron Grothem;**

There appear to be no unpaid taxes of record in the Office of the County Auditor or County Treasurer of said County, except Special Assessments which have not been certified to the County Treasurer for collection, against said premises for the year 2017 and prior years; **As to Tax Parcel Numbers: 02-0215-00020-000, 02-0215-00040-000 and 02-0215-00060-000 - Property shown as exempt from 2018 taxes; 2018 installments of special assessments and drain assessments are shown as unpaid; As to Tax Parcel Numbers: 02-0215-00030-000, 02-0215-00050-000, 02-0215-00070-000 and 02-0215-00080-000 - 2018 taxes are shown as unpaid;**

IN WITNESS WHEREOF, CASS COUNTY ABSTRACT COMPANY has caused this certificate to be signed in its behalf and its official seal to be hereunto affixed at the City of Fargo, County of Cass, and State of North Dakota this **22nd** day of **January** A. D., 2019 at **6:59** o'clock **A.M.**

RED RIVER TITLE SERVICES, INC. DBA
CASS COUNTY ABSTRACT COMPANY

By 
Authorized Signatory

**** ABTRACTER'S NOTE:** This Owners and Encumbrance Report contains no information as to Restrictive Covenants and/or Easements of record. This Owners and Encumbrance Report is a surface report only and contains no documents pertaining to mineral interests. If further information is needed, a Full Title Search may be obtained from our office. ******

**** This Owners and Encumbrance Report is a summation of the Record Title of the property described herein and does not represent that the title is good and marketable ********

This report is for informational purposes only. This report is not to be construed as a legal opinion of title nor is it a substitute for an Abstract of Title. Name searches have been made only on the current owner and contract for deed purchasers, if any. This report is not intended to be and should not be used as a substitute for a title insurance commitment or policy. It is not to be used as a "search" in order to produce a title insurance commitment or policy. If this report is used as the basis for the production of a policy of title insurance, the entity ordering the report or relying upon it does so at their own risk. We assume no liability in connection with this report and will not be responsible for errors or omissions therein.

WARRANTY DEED

THIS INDENTURE, Made this 25th day of August 2016,
between West Fargo Public School District No. 6, Grantor, and Sheyenne 32, LLC,
Grantee, whose post office address is PO Box 879 Minot ND 58702-0879

WITNESSETH, For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration Grantor does hereby GRANT to the Grantee all of the following real property lying and being in the County of Cass, and State of North Dakota:

That part of Lot Two, Block Four, Eagle Run 12th Addition to the City of West Fargo, Cass County, North Dakota, described as follows: Beginning at the Northeast corner of Lot Two, Block Four, Eagle Run 12th Addition to the City of West Fargo, Cass County, North Dakota, as said plat is of record and on file in the Office of the Cass County Recorder; thence South 06°57'13" East along the East line of said Lot Two for a distance of 593.83 feet to the Southeast corner of said Lot Two; thence South 88°13'17" West along the South line of said Lot Two for a distance of 508.06 feet; thence North 01°20'38" West for a distance of 89.95 feet; thence Northeasterly along a tangential curve concave to the southeast having a radius of 200.00 feet, a central angle of 21°00'16" for an arc distance of 73.32 feet; thence Northerly along a reverse curve concave to the West having a radius of 260.00 feet, a central angle of 42°00'33" for an arc distance of 219.96 feet; thence Northwesterly along a reverse curve concave to the Northeast having a radius of 200.00 feet, a central angle of 21°00'16" for an arc distance of 73.32 feet; thence North 01°20'38" West for a distance of 143.13 feet to a point on the north line of said Lot Two; thence North 88°13'17" East along the North line of said Lot Two for a distance of 450.01 feet to the Northeast corner of said Lot Two, the point of beginning.

The legal description was obtained from a previously recorded instrument.

And the Grantor, for itself, its successors and assigns, does covenant with the Grantee that it is well seized in fee of the land and premises aforesaid and has good right to sell and convey the same in manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments and assessments for special improvements which have not been certified to the County Treasurer for collection, easements and restrictions of record; and the above granted lands and premises in the quiet and peaceable possession of the Grantee, against all persons lawfully claiming or to claim the whole or any part thereof, the Grantor will warrant and defend.

02-0191-00120-000 SPLIT

I certify that a report of the full consideration paid for the property conveyed has been filed with the State Board of Equalization.

Date: 8/25/16

[Signature]
Grantee or Grantee's Agent

IN TESTIMONY WHEREOF, the Grantor has caused these presents to be executed in its name.

West Fargo Public School District No. 6

[Signature: Mark Lemer]
By: Mark Lemer
Its: Business Manager

STATE OF NORTH DAKOTA

COUNTY OF CASS

On this 25th day of August 2016, before me personally appeared Mark Lemer, known to me to be the Business Manager of West Fargo Public School District No. 6 who is described in, and who executed the within and foregoing instrument and severally acknowledged that he executed the same on behalf of said school district.

[Signature: Notary Public]
Notary Public
My Commission expires:

This document was prepared by:
Wheeler McCartney, P.C.
35 4th St N, Suite 102
Fargo, ND 58102

AUDITOR'S OFFICE
COUNTY OF CASS, NORTH DAKOTA
8/25/2016
Taxes and Special Assessments paid
and transfer entered.
[Signature: Michael McLaughlin] AUDITOR
DLJ DEPUTY

NICOLE DAVIDSON
Notary Public
State of North Dakota
My Commission Expires Aug. 13, 2022

RECORDER'S OFFICE, CASS COUNTY, ND 8/25/2016 11:50 AM
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
JEWEL A. SPIES, COUNTY RECORDER
by [Signature: Shera Garcia], Dep **1487573**
Recorded Electronically



I/ we 25th Street Investments, LLC are the legal and equitable owners of the following described property, to-wit:

Lot 1, Block 1 of the Eagle Run Plaza 6th Addition

(hereinafter the “**Property**”)

I/we hereby petition the City Commission of the City of West Fargo, Cass County, North Dakota, to create an improvement district for the purpose of constructing the following municipal improvements:

1. Within Lot 1, Block 1; Storm Sewer, Curb & Gutter, Street pavement, Street Lights, Sidewalks, Signing, and Striping on the south side of Lot 1, Block 1 of the Eagle Run Plaza 6th Addition.
2. Within Lot 1, Block 1; On-Street Parking Improvements on the south side of Lot 1, Block 1 of the Eagle Run Plaza 6th Addition

(hereinafter the “**Improvements**”)

I/We hereby request that the City Commission of the City of West Fargo, Cass County, North Dakota, determine by resolution that a written petition for the **Improvements** signed by the owners of a majority of the area of the **Property** included within the district, has been received and that the resolution declaring work necessary shall not be required for said improvement district.

I/we hereby certify that I/we am/are the legal and equitable owner(s) of the **Property** and have the authority to grant the City of West Fargo all necessary easements, rights of ways, fee

simple, dedications and other interests in the **Property** that may be required to complete the construction of the **Improvements**.

I/We agree that pursuant to North Dakota Century Code Chapters 40-23 through 40-32 that the City shall assess the entire cost of the Improvements against my/our Property and hereby agree to pay the entire cost as levied and apportioned by the city.

Dated this 29th day of April, 2019.

OWNERS:



This petition must be accompanied by evidence of ownership of the Property. Such evidence can include the following items: (a) title opinion; (b) O & E report; or (c) a copy of the vesting deed.

montgomery goff & bullis



4650 38th Ave S • Suite 110
Fargo, ND 58104
PO Box 9199 • 58106-9199
Phone (701) 281-8001
Fax (701) 281-8007

Michael S. Montgomery
mike@Bullislaw.com

John T. Goff
john@Bullislaw.com

James R. Bullis
jim@Bullislaw.com

Kyle G. Pender
kyle@Bullislaw.com

Licensed in North Dakota
and Licensed in Minnesota

January 29, 2019

Larry Weil
City Planner, City of West Fargo
800 4th Avenue East
West Fargo ND 58078

RE: Title Opinion – Eagle Run Plaza 6th Addition
File No. JRB-2004

Dear Mr. Weil:

In accordance with your request, we have examined Abstract of Title to the following described real property:

Lot 1, in Block 1, of Eagle Run Plaza Sixth Addition to the City of West Fargo, Cass County, North Dakota.

It is our opinion that, subject to the qualifications contained herein, the record title to this property, as of the date and hour above mentioned was in:

25th Street Investments, LLC

by virtue of a warranty deed dated May 5, 2016 and recorded May 6, 2016 at 8:30 a.m. as Document No. 1476575.

There appears of record a mortgage by 25th Street Investments, LLC in favor of **Western State Bank**, dated May 5, 2016, recorded May 6, 2016 at 8:30 a.m. as Document No. 1476576. There appears a modification of this mortgage and assignment of rents in favor of Western State Bank.

There appears of record the plat of Eagle Run Plaza Second Addition to the City of West Fargo, Cass County, North Dakota, recorded January 10, 2008 as Document No. 1223636.

There appears of record the plat of Eagle Run Plaza Third Addition to the City of West Fargo, Cass County, North Dakota, recorded September 28, 2009 as Document No. 1277449.

There appears of record the plat of Eagle Run Plaza Fourth Addition to the City of West Fargo, Cass County, North Dakota, recorded December 18, 2009 as Document No. 12854592.

There appears of record the plat of Eagle Run Plaza Fifth Addition to the City of West Fargo, Cass County, North Dakota, recorded October 18, 2016 as Document No. 1492895.

There appears of record the plat of Eagle Run 12th Addition to the City of West Fargo, recorded November 19, 2004 at 11:30 a.m. as Document No. 1122480.

This opinion does not extend to, and you should satisfy yourself as to the following matters which may affect the title of the property although they are not matters of record and thus not included in the Abstract:

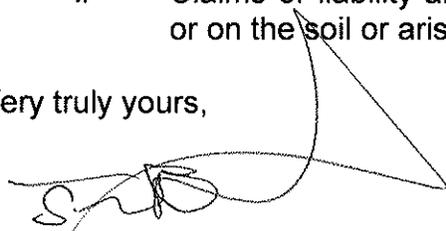
- a. Unrecorded liens of persons who have furnished labor or materials in the improvements of the premises. Such liens may be effective although not recorded until 90 days after the last item of labor or materials is furnished;
- b. The rights of persons in possession of the premises or any portion thereof;
- c. Any alleyways, easements, right of ways, buried transmission facilities, streets or judicial monuments actually located upon the ground;
- d. Encroachment of buildings or other improvements on the premises and any discrepancies in measurements or distance which an accurate survey would disclose;
- e. Rights which may have accrued since the date of the last continuation of the Abstract;
- f. Federal, state or municipal laws restricting the use of the premises, including the provisions of any applicable subdivision, zoning and building ordinances;
- g. Rights of local municipalities arising from unpaid assessments for local improvements;

January 29, 2019

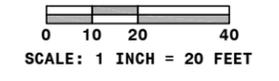
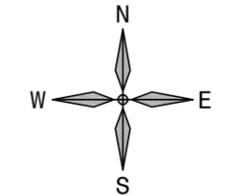
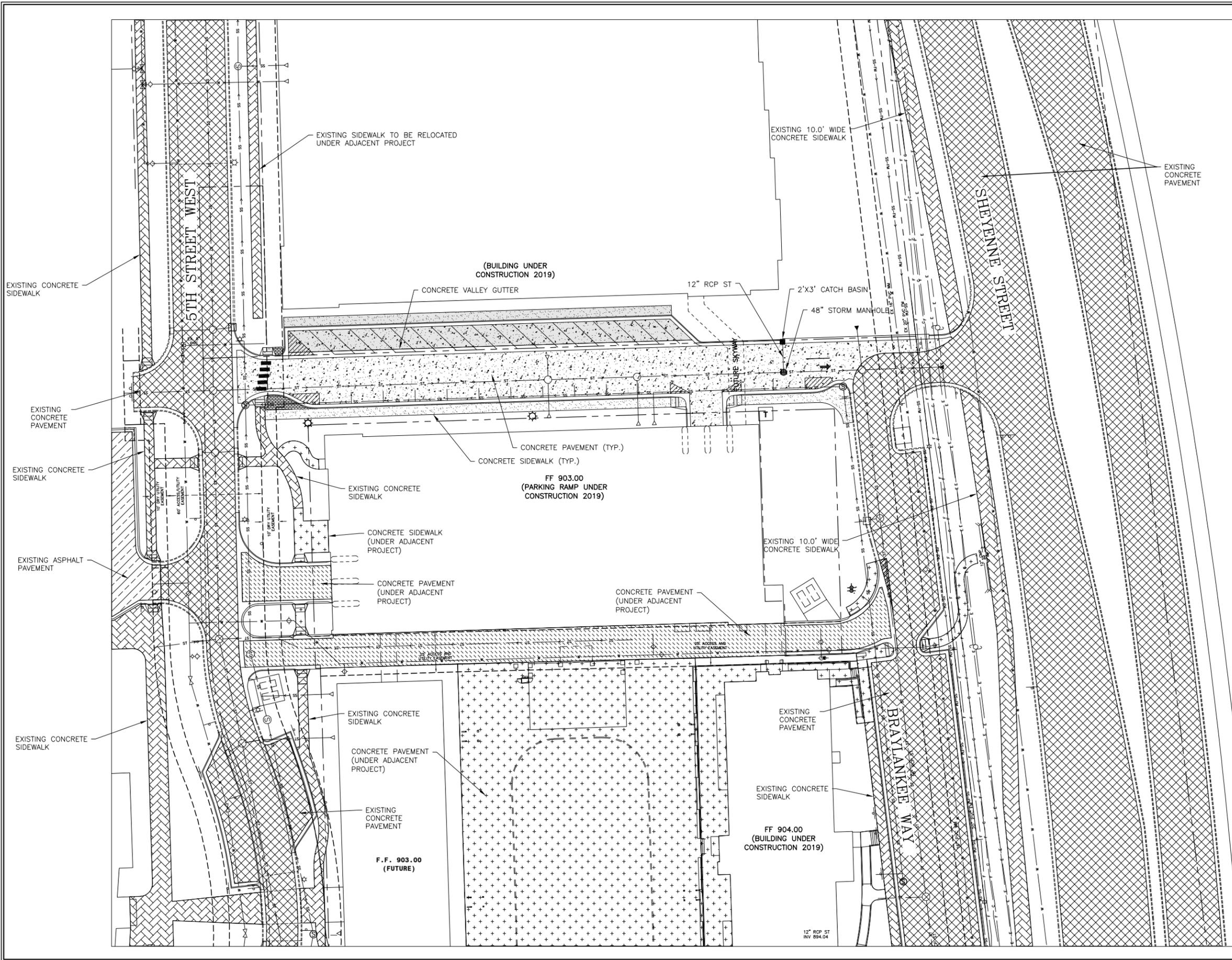
Page 3

- h. Access to the described property by public roadway, easement or other right of ingress and egress; and
- i. Claims or liability arising from the deposit of hazardous waste material in or on the soil or arising from underground storage tanks.

Very truly yours,



James R. Bullis
JRB/trk



ALL ELEVATIONS ARE BASED ON THE U.S.G.S. VERTICAL DATUM OF 1929. (UNLESS NOTED OTHERWISE)

REVISIONS		
③	②	①



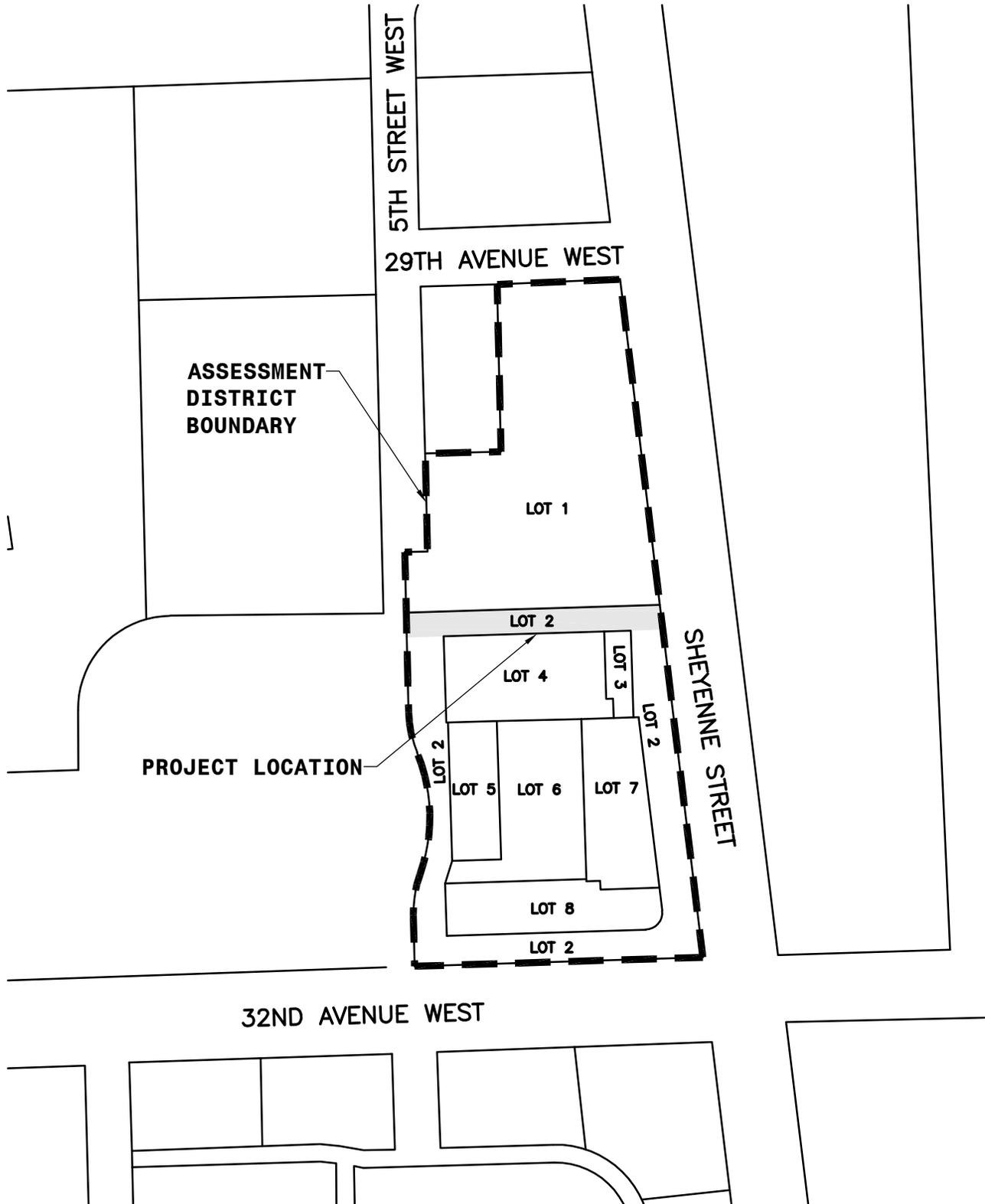
General Layout

STREET IMPROVEMENT DISTRICT NO. 2253

DESIGN BY: AWS	CHECKED BY: AKE
DRAWN BY: AWS	ORIG DATE: April 2019



SHEET NO.
C10.0



ASSESSMENT
DISTRICT
BOUNDARY

PROJECT LOCATION

5TH STREET WEST

29TH AVENUE WEST

32ND AVENUE WEST

SHEYENNE STREET

LOT 1

LOT 2

LOT 4

LOT 3

LOT 2

LOT 5

LOT 6

LOT 7

LOT 8

LOT 2

STREET IMPROVEMENT
DISTRICT NO. 2254

EAGLE RUN PLAZA 6TH ADDITION
WEST FARGO, NORTH DAKOTA

MBN JOB #: 18-184

MBN
ENGINEERING
MECHANICAL * ELECTRICAL * CIVIL
503 7TH ST. N
SUITE 200
FARGO, ND 58102
PHONE: 701.478.6336
FAX: 701.478.6340

CITY OF WEST FARGO
STREET IMPROVEMENT DISTRICT NO. 2254

ASSESSMENT DISTRICT DESCRIPTION:

ALL OF LOTS 1-8, BLOCK 1 OF THE EAGLE RUN PLAZA 6TH ADDITION TO THE CITY OF WEST FARGO, ACCORDING TO THE RECORDED PLAT, THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA.



ENGINEERING DEPARTMENT

800 4 Ave E, Suite 1
West Fargo, ND 58078
701.433.5300
www.westfargond.gov

AGENDA ITEM REQUEST
BOARD OF CITY COMMISSIONERS
WEST FARGO, NORTH DAKOTA

OFFICE USE:
AGENDA ITEM # 5

1. CONTACT PERSON(S):
 - Dustin T. Scott, City Engineer (433-5425)
2. DATE OF MEETING: **May 6, 2019**

*** Proposed "Consent" or "Regular" Item? **[Regular]** ***

3. DESCRIPTION OF REQUEST:
 - Review (5) Task Orders for engineering services relating to improvement projects, which fall under the general terms of Master Service Agreement (as amended on March 18, 2019) between the City of West Fargo and Moore Engineering, Inc.
4. LOCATION (address; legal; etc.):
 - Various project locations as described within each Task Order
5. ACTION(S) REQUESTED:
 - Approve the following Task Orders:
 - i. T.O. #4.2 – ImprNo2252 *"Sheyenne St Downtown Improvements"*
 - Estimated Fee of \$631,000
 - ii. T.O. #6 – Lagoon Decommissioning Study/Report
 - Estimated Fee of \$100,000
 - iii. T.O. #9 – ImprNo1322 *"Eaglewood 7th Addition"*
 - Estimated Fee of \$243,000
 - iv. T.O. #10 – ImprNo1323 *"Brooks Harbor 9th Addition"*
 - Estimated Fee of \$121,500
 - v. T.O. #11 – ImprNo4063 *"Wilds South Regional Storm Lift"*
 - Estimated Fee of \$264,000

ADDITIONAL INFORMATION:

EXHIBIT A to MSA
Task Order “Template” for Design & Construction Services

This is Task Order No. 4-2
consisting of 21 pages.

Task Order No. 4-2

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

1. Background Data

- a. Effective Date of Task Order: May 2, 2019
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project (title): Street Improvement District No. 2252
- e. Specific Project (description): Sheyenne St. Downtown Improvements – Main Ave to 7th Ave

2. Services of Engineer

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

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

1. Engineer shall:

- a. Coordinate a meeting with the Owner to review the project and task order to ensure mutual understanding of the objectives, requirements, schedule, etc. prior to starting work.
- b. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project. This shall include coordination as necessary with Engineer’s “Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
- c. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner’s instructions. This shall include coordination as necessary with Engineer’s “Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.

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

B. *Final Design Phase*

1. Engineer shall:

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

requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

2. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
3. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one.

C. *Bidding or Negotiating Phase*

1. Engineer shall:
 - a. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any addenda from other Owner consultants shall be provided to Engineer.
 - c. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - d. Consult with Owner as to the qualifications of prospective contractors.
 - e. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - f. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.
 - g. Attend the bid opening as needed, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 - h. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

- i. Coordinate execution of Contract by assembling contract documents for review by Owner, Owner's Attorney, and Contractor and assist in routing contracts between entities to obtain necessary signatures.
2. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

D. *Construction Phase*

1. Engineer shall:

- a. *General Administration of Construction Contract*: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
- b. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth below.

- 1) Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- 2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the

Construction Contract Documents. In addition, the specific terms set forth in in this Task Order, are applicable.

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

suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

- i) Review of Work; Defective Work
 - Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
 - Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- j) Inspections, Tests, and System Start-ups
 - Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- k) Records
 - Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
 - Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.

- Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - Maintain records for use in preparing Specific Project documentation.
 - Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- l) Reports
- Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- m) *Payment Requests*: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- n) *Certificates, Operation and Maintenance Manuals*: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- o) Completion:
- Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
 - Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit A.1).
- 4) Resident Project Representative shall not:
- a) Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b) Exceed limitations of Engineer's authority as set forth in this Agreement.

- c) Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - e) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - g) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - h) Authorize Owner to occupy the Specific Project in whole or in part
- c. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
- d. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
- e. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
- f. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- h. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
- 1) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is

proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner for observations requiring their expertise.

- 2) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- i. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - j. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - k. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner. Any clarifications, interpretation, or decision shall be provided by the Owner's applicable consultant.
 - l. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

- m. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- n. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner. Any reviews, obtaining of information, and preparation of findings, conclusions, and recommendations shall be provided by the Owner's applicable consultant.
- o. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- p. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- q. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- r. *Inspections and Tests*:
 - 1) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - 2) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - 3) Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- s. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or

deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any pertinent information shall be provided to Engineer.

- t. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - 1) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract.
- u. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph 2.D.1.p. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
- v. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- w. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit A.1 ("Notice of Acceptability of Work") to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
- x. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- y. *Construction Staking:* Engineer will provide the following upon request of the Contractor

- 1) Water Mains/ Force Mains
 - a) Centerline with offsets at 50' intervals
 - b) Cut stakes to top of pipe with hubs, if plan calls for specified grades
 - c) Curb Stop Locations
- 2) Storm-Sanitary Sewers
 - a) Centerline stakes with offsets and cuts to inverts at 50' intervals
 - b) Manholes with offsets
 - c) Inlets with offsets
 - d) Wye locations
 - e) Service ends with grades
- 3) Streets
 - a) Initial dirt grade stakes with lath every 100' and at high and low
 - b) Subgrade blue tops for centerline and curb and gutter areas if so specified in construction contract
 - c) Centerline gravel blue tops if so specified in construction contact
 - d) Curb & gutter flow line stakes with offsets every 25'
 - e) Concrete Paving grade stakes with offset at 25' intervals plus high and low points
- 4) Lift Stations (without buildings)
 - a) Location & elevation of rim and invert centerline of wet well, dry well, and/or check valve manhole
- 5) Buildings
 - a) Location & elevation of corners of first floor with offsets
- 6) Sidewalks/Multi-Use Paths
 - a) Elevation & location of "Outside" finished edge (one edge) of Sidewalk or Multi-Use Path @ 25' stationing
- 7) Channels/Embankments
 - a) Centerline cut/fill, daylights, and temporary construction easement limits (every 200')
 - b) Culvert alignment, lengths, and invert elevations with offsets
 - c) Structure locations and invert elevations with offsets
- 8) Ponds/Lakes
 - a) Location and elevation of bottom of lake/pond every 200'
 - b) Location and elevation of changes in slopes (i.e. hinges) every 200'
 - c) Location and elevation of contour defining bottom of planting area used to protect slopes every 200'
 - d) Topsoil stripping location every 200'
 - e) Five elevation control points.

2. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph 2.B.3, then Construction Phase services may be rendered at different times in respect to the separate contracts.

E. *Post-Construction Phase*

1. Engineer shall:
 - a. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and

discussions with Contractor concerning correction of any such defective Work and any needed repairs.

- b. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

F. *Commissioning Phase*

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

3. Additional Services

Additional Services authorized or necessary under this Task Order are:

A. *Study and Report Services*

1. Improvements funded by Special Assessment District – Coordinate with City Engineer to establish benefitting area (boundary) and provide legal description along with an illustrative map for the Owner to use in creating the Special Assessment District per ND Century Code requirements.
2. Develop and Evaluate Project Alternatives, which are determined as part of the NDDOT's Documented CATEX for the Project.
3. Prepare Engineer's Report, which will include submitting the NDDOT's Documented CATEX for the Project.
4. Prepare Preliminary Assessment Allocations

B. *Additional Design Related Services*

1. Right-of-Way Administration – For right-of-way required for construction and maintenance of the Project, prepare any necessary legal descriptions, plats, or other land surveying documents to

provide to the Owner's attorney for document preparation, participate in negotiation of terms of easement or land acquisition with landowners, participate in coordination of land acquisition process, and install monuments as required upon completion of the Project.

2. Utility Administration – Coordinate relocation, if necessary, of existing private utilities, determine existing easements and utility permits to identify the party responsible for utility relocation costs. Coordinate relocation agreements with each utility company and the City.
3. Permitting – Prepare appropriate applications, including necessary supporting documentation, to submit and secure all local, state, and federal permits, environmental clearance documents, and any railroad agreements.

C. *Additional Bidding Services*

1. Rebidding
 - a. Engineer shall perform all tasks outlined in Section 2.C in the case that the project is either stopped prior to bidding or, once bid, a contract is not awarded and the City subsequently determines to start the advertising (or obtaining proposals) process again.
2. Special Assessments – Revise preliminary assessments based on the bid results and prepare “pending assessments” in applicable format for the Owner to import into property database software.

D. *Additional Construction Services*

1. Restaking
 - a. Construction staking services required due to actions of the Contractor, whether due to destruction of existing stakes or due to changes in construction schedule requiring re-staking.
2. Defective Work
 - a. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
3. 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.

E. *Funding Administration*

1. Provide services related to administration of any requirements identified specifically by funding sources.
2. Special Assessment Districts
 - a. Compute final assessment allocations based on Owner'
 - b. As directed by the Owner, prepare documents and attend meetings with the Special Assessment Commission and/or Board of City Commissioners.
 - c. Provide public communications as needed regarding special assessments for the improvement(s) related to this Task Order.

4. City's Responsibilities

City shall have those responsibilities as follows:

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

5. Task Order Schedule

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

- A. The services covered by this Task Order will terminate twelve months after the commencement of the Construction Contract's correction period

6. Payments to Engineer

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

Task	Budget (\$)
Engineer's Report	\$1,100
Special Assessment Administration - Initial	\$2,700
Right-of-Way Administration	\$0
Utility Administration	\$0
Permitting	\$0
Rebidding	\$0
Special Assessment Administration - Bid Results	\$500
Special Assessment Administration - Projected/Final	\$3,700
Restaking	\$0
Defective Work	\$0

Task	Budget (\$)
Construction Phase Services Past Completion Date	\$0
Funding Agency Administration	\$0
Value of Alternates Designed but not Constructed (Traffic Signal)	\$23,000
ADDITIONAL SERVICES SUBTOTAL	\$31,000

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

Project Type	Preliminary Design, Final Design, Bidding or Negotiation Phases (% of Final Construction Contract Value plus value of any alternates designed but not constructed)	Construction, Post-Construction, and Commissioning Phases (% of Final Construction Contract Value)
Projects designed and constructed in accordance with NDDOT requirements	6%	6%
All other projects	5.5%	5.5%
Estimated Value of Final Construction Contract		\$5,000,000
Estimated Compensation based on 12% of Construction		\$600,000

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

Services to be Provided	Estimated Compensation
Additional Services Subtotal	\$31,000
Estimated Compensation based on 12% of Construction	\$600,000
TOTAL ESTIMATED COMPENSATION UNDER THIS TASK ORDER	\$631,000

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

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

- a. None

8. Other Modifications to Agreement and Exhibits: None.

9. Attachments: None.

10. Other Documents Incorporated by Reference: None.

11. Terms and Conditions

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

The Effective Date of this Task Order is May 2, 2019.

OWNER:

By: _____

Print Name: Tina Fisk

Title: City Administrator

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Tina Fisk

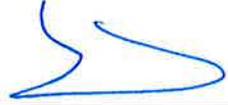
Title: City Administrator

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

E-Mail Address: Tina.Fisk@westfargond.gov

Phone: (701)433-5301

ENGINEER:

By: _____ 

Print Name: Lee Beauvais

Title: Vice President

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Matt Welle, PE

Title: Project Manager

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

E-Mail Address: mwelle@mooreengineeringinc.com

Phone: (701)282-4692

Exhibit A.1



NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

Exhibit A.1 cont'd

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

3. This Notice is given 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.
4. This Notice reflects and is an expression of the professional judgment of Engineer.
5. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
6. 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 Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, 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 Agreement.
7. 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 related Contract Documents, including 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 Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
8. 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.

By: _____

Title: _____

Dated: _____

TASK ORDER

This is Task Order No. 6
consisting of 4 pages.

Task Order 6

In accordance with Paragraph 8 of the Master Agreement for Professional Services, dated May 1, 2018 ("Agreement"), the City of West Fargo ("City") and Moore Engineering, Inc. ("Engineer" or "MEI") agree as follows:

1. Background Data

- a. Effective Date of Task Order: March 28, 2019
- b. City: City of West Fargo
- c. Engineer: Moore Engineering, Inc. ("MEI")
- d. Specific Project (title): W.F. Imp Dist No. 1309 – Lagoon Decommissioning
- e. Specific Project (description): Sewage Lagoon Decommissioning Engineering Report

2. Services of Engineer

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

- A. See attached Exhibit A – Scope of Work

3. City's Responsibilities

City shall have those responsibilities as follows:

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

4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

- A. The anticipated start date for these services is upon execution of this Task Order.
- B. The anticipated completion for these services is estimated to be within 30 days of execution of this Task Order.

5. Payments to Engineer

- A. City shall pay Engineer for services rendered under this Task Order as follows:
 - 1. Compensation for services defined in the Scope of Work shall be on a Lump Sum basis as shown.
 - i. Preliminary Survey and Reports: \$ 100,000
 - ii. Total Estimate: \$ 100,000
 - 2. Maximum Amount to be charged for Task Order: \$ 100,000
- B. The terms of payment are set forth in Article 4 of the Agreement.

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

- A. Sub-Consultants as mentioned in Exhibit A

7. Other Modifications to Agreement and Exhibits: None

8. Attachments:

- A. Exhibit A – Scope of Work

9. Other Documents Incorporated by Reference: None

10. Terms and Conditions

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

The Effective Date of this Task Order is November 1, 2018.

CITY: _____

ENGINEER: _____

By: _____

By: _____

Print Name: Tina Fisk

Print Name: Lee Beauvais

Title: City Administrator

Title: Chief Operations Officer

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Tina Fisk

Name: Daniel R. Hanson, PE

Title: City Administrator

Title: Senior Project Manager

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

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

E-Mail Address: Tina.Fisk@westfargond.gov

E-Mail Address: dhanson@mooreengineeringinc.com

Phone: (701) 433-5301

Phone: (701) 282-4692



925 10th Avenue East
West Fargo, ND 58078

P: 701.282.4692
F: 701.282.4530



**Exhibit A to Task Order 9: Scope of Work
Engineering Consultant Services
W.F. Imp Dist No. 1309 – Lagoon Decommissioning
March 28, 2019**

- 1. Summarize Data/Information Collected**
 - a. Historical background of the project
 - b. Proposed project
 - c. Existing Conditions
 - Exhibit of existing lagoon locations
 - Lagoon capacity
 - Primary cell sludge survey
 - Sludge characteristics

- 2. Discuss Preliminary Options for Decommissioning Lagoons**
 - a. Provide 10 different alternatives for projects to decommission the lagoons
 - Existing wastewater disposal
 - Sludge Handling
 - Removal methods
 - Sludge Disposal
 - Disposal methods
 - Site restoration alternatives

- 3. Discuss Eliminated Alternatives**
 - a. Provide a description of why certain alternatives were eliminated from consideration

- 4. Recommend Order of Lagoon Decommissioning**
 - a. Analyze and propose a recommendation of the order of which lagoons to decommission with existing cells 8, 9 and 10 being the last to be decommissioned

- 5. Deliverables Provided by MEI**
 - a. Up to 15 copies of the final Report

- 6. Services Not Included in this Scope of Work**
 - Land value and negotiations relating to Land Acquisitions
 - Temporary Easement Acquisitions
 - Geotechnical Work
 - Permitting
 - Cross Sections/Preliminary Earthwork Calculations
 - Property Owner Correspondence and Coordination pertaining to right-of-way needs
 - Final Design Services
 - Construction Services

North Dakota - Bismarck • Minot • West Fargo Minnesota - Fergus Falls
mooreengineeringinc.com

EXHIBIT A to MSA
Task Order “Template” for Design & Construction Services

This is Task Order No. 9
consisting of 20 pages.

Task Order 9

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

1. Background Data

- a. Effective Date of Task Order: May 2, 2019
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project (title): Sewer, Water, Storm and Street Improvement District No. 1322
- e. Specific Project (description): Eaglewood 7th Addition

2. Services of Engineer

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

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

1. Engineer shall:

- a. Coordinate a meeting with the Owner to review the project and task order to ensure mutual understanding of the objectives, requirements, schedule, etc. prior to starting work.
- b. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project. This shall include coordination as necessary with Engineer’s “Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
- c. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner’s instructions. This shall include coordination as necessary with Engineer’s “Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.

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

B. *Final Design Phase*

1. Engineer shall:

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

requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

2. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
3. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one.

C. *Bidding or Negotiating Phase*

1. Engineer shall:
 - a. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any addenda from other Owner consultants shall be provided to Engineer.
 - c. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - d. Consult with Owner as to the qualifications of prospective contractors.
 - e. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - f. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.
 - g. Attend the bid opening as needed, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 - h. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

- i. Coordinate execution of Contract by assembling contract documents for review by Owner, Owner's Attorney, and Contractor and assist in routing contracts between entities to obtain necessary signatures.
2. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

D. *Construction Phase*

1. Engineer shall:

- a. *General Administration of Construction Contract*: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
- b. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth below.

- 1) Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- 2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the

Construction Contract Documents. In addition, the specific terms set forth in in this Task Order, are applicable.

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

suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

- i) Review of Work; Defective Work
 - Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
 - Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- j) Inspections, Tests, and System Start-ups
 - Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- k) Records
 - Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
 - Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.

- Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - Maintain records for use in preparing Specific Project documentation.
 - Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- l) Reports
- Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- m) *Payment Requests*: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- n) *Certificates, Operation and Maintenance Manuals*: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- o) Completion:
- Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
 - Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit A.1).
- 4) Resident Project Representative shall not:
- a) Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b) Exceed limitations of Engineer's authority as set forth in this Agreement.

- c) Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - e) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - g) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - h) Authorize Owner to occupy the Specific Project in whole or in part
- c. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
- d. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
- e. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
- f. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- h. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
- 1) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is

proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner for observations requiring their expertise.

- 2) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- i. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - j. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - k. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner. Any clarifications, interpretation, or decision shall be provided by the Owner's applicable consultant.
 - l. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

- m. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- n. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner. Any reviews, obtaining of information, and preparation of findings, conclusions, and recommendations shall be provided by the Owner's applicable consultant.
- o. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- p. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- q. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- r. *Inspections and Tests*:
 - 1) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - 2) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - 3) Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- s. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or

deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any pertinent information shall be provided to Engineer.

- t. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - 1) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract.
- u. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph 2.D.1.p. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
- v. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- w. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit A.1 ("Notice of Acceptability of Work") to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
- x. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- y. *Construction Staking:* Engineer will provide the following upon request of the Contractor

- 1) Water Mains/ Force Mains
 - a) Centerline with offsets at 50' intervals
 - b) Cut stakes to top of pipe with hubs, if plan calls for specified grades
 - c) Curb Stop Locations
- 2) Storm-Sanitary Sewers
 - a) Centerline stakes with offsets and cuts to inverts at 50' intervals
 - b) Manholes with offsets
 - c) Inlets with offsets
 - d) Wye locations
 - e) Service ends with grades
- 3) Streets
 - a) Initial dirt grade stakes with lath every 100' and at high and low
 - b) Subgrade blue tops for centerline and curb and gutter areas if so specified in construction contract
 - c) Centerline gravel blue tops if so specified in construction contact
 - d) Curb & gutter flow line stakes with offsets every 25'
 - e) Concrete Paving grade stakes with offset at 25' intervals plus high and low points
- 4) Lift Stations (without buildings)
 - a) Location & elevation of rim and invert centerline of wet well, dry well, and/or check valve manhole
- 5) Buildings
 - a) Location & elevation of corners of first floor with offsets
- 6) Sidewalks/Multi-Use Paths
 - a) Elevation & location of "Outside" finished edge (one edge) of Sidewalk or Multi-Use Path @ 25' stationing
- 7) Channels/Embankments
 - a) Centerline cut/fill, daylights, and temporary construction easement limits (every 200')
 - b) Culvert alignment, lengths, and invert elevations with offsets
 - c) Structure locations and invert elevations with offsets
- 8) Ponds/Lakes
 - a) Location and elevation of bottom of lake/pond every 200'
 - b) Location and elevation of changes in slopes (i.e. hinges) every 200'
 - c) Location and elevation of contour defining bottom of planting area used to protect slopes every 200'
 - d) Topsoil stripping location every 200'
 - e) Five elevation control points.

2. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph 2.B.3, then Construction Phase services may be rendered at different times in respect to the separate contracts.

E. *Post-Construction Phase*

1. Engineer shall:
 - a. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and

discussions with Contractor concerning correction of any such defective Work and any needed repairs.

- b. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

F. *Commissioning Phase*

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

3. Additional Services

Additional Services authorized or necessary under this Task Order are:

A. *Study and Report Services*

1. Improvements funded by Special Assessment District – Coordinate with City Engineer to establish benefitting area (boundary) and provide legal description along with an illustrative map for the Owner to use in creating the Special Assessment District per ND Century Code requirements.
2. Develop and Evaluate Project Alternatives
3. Prepare Engineer's Report
4. Prepare Preliminary Assessment Allocations

B. *Additional Design Related Services*

1. Right-of-Way Administration – For right-of-way required for construction and maintenance of the Project, prepare any necessary legal descriptions, plats, or other land surveying documents to provide to the Owner's attorney for document preparation, participate in negotiation of terms of

easement or land acquisition with landowners, participate in coordination of land acquisition process, and install monuments as required upon completion of the Project.

2. Utility Administration – Coordinate relocation, if necessary, of existing private utilities, determine existing easements and utility permits to identify the party responsible for utility relocation costs. Coordinate relocation agreements with each utility company and the City.
3. Permitting – Prepare appropriate applications, including necessary supporting documentation, to submit and secure all local, state, and federal permits, environmental clearance documents, and any railroad agreements.

C. *Additional Bidding Services*

1. Rebidding

- a. Engineer shall perform all tasks outlined in Section 2.C in the case that the project is either stopped prior to bidding or, once bid, a contract is not awarded and the City subsequently determines to start the advertising (or obtaining proposals) process again.

2. Special Assessments – Revise preliminary assessments based on the bid results and prepare “pending assessments” in applicable format for the Owner to import into property database software.

D. *Additional Construction Services*

1. Restaking

- a. Construction staking services required due to actions of the Contractor, whether due to destruction of existing stakes or due to changes in construction schedule requiring re-staking.

2. Defective Work

- a. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).

3. 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.

E. *Funding Administration*

1. Provide services related to administration of any requirements identified specifically by funding sources.

2. Special Assessment Districts

- a. Compute final assessment allocations based on Owner’
- b. As directed by the Owner, prepare documents and attend meetings with the Special Assessment Commission and/or Board of City Commissioners.
- c. Provide public communications as needed regarding special assessments for the improvement(s) related to this Task Order.

4. City's Responsibilities

City shall have those responsibilities as follows:

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

5. Task Order Schedule

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

- A. The services covered by this Task Order will terminate twelve months after the commencement of the Construction Contract's correction period

6. Payments to Engineer

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

Task	Budget (\$)
Engineer's Report	\$10,500
Special Assessment Administration - Initial	\$3,000
Permitting	\$4,500
Rebidding	\$0
Special Assessment Administration - Bid Results	\$500
Special Assessment Administration - Projected/Final	\$4,500
Construction Phase Services Past Completion Date	\$0
Funding Agency Administration	\$0
ADDITIONAL SERVICES SUBTOTAL	\$23,000

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

Project Type	Preliminary Design, Final Design, Bidding or Negotiation Phases (% of Final Construction Contract Value plus value of any alternates designed but not constructed)	Construction, Post-Construction, and Commissioning Phases (% of Final Construction Contract Value)
Projects designed and constructed in accordance with NDDOT requirements	6%	6%
All other projects	5.5%	5.5%
Estimated Value of Final Construction Contract		\$2,000,000
Estimated Compensation based on 11% of Construction		\$220,000

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

Services to be Provided	Estimated Compensation
Additional Services Subtotal	\$23,000
Estimated Compensation based on 11% of Construction	\$220,000
TOTAL ESTIMATED COMPENSATION UNDER THIS TASK ORDER	\$243,000

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

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

- a. None

8. Other Modifications to Agreement and Exhibits: None.

9. Attachments: None.

10. Other Documents Incorporated by Reference: Task hour summary and estimate of additional services

11. Terms and Conditions

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

The Effective Date of this Task Order is May 2, 2019.

OWNER:

ENGINEER:

By: _____

By: _____ 

Print Name: Tina Fisk

Print Name: Lee Beauvais

Title: City Administrator

Title: Vice President

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Tina Fisk

Name: Matt Welle, PE

Title: City Administrator

Title: Project Manager

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

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

E-Mail Address: Tina.Fisk@westfargond.gov

E-Mail Address: mwelle@mooreengineeringinc.com

Phone: (701)433-5301

Phone: (701)282-4692

Exhibit A.1



NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

Exhibit A.1 cont'd

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

3. This Notice is given 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.
4. This Notice reflects and is an expression of the professional judgment of Engineer.
5. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
6. 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 Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, 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 Agreement.
7. 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 related Contract Documents, including 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 Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
8. 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.

By: _____

Title: _____

Dated: _____

EXHIBIT A to MSA
Task Order “Template” for Design & Construction Services

This is Task Order No. 10
consisting of 20 pages.

Task Order 10

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

1. Background Data

- a. Effective Date of Task Order: May 2, 2019
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project (title): Sewer, Water, Storm and Street Improvement District 1323
- e. Specific Project (description): Brooks Harbor 9th Addition

2. Services of Engineer

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

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

1. Engineer shall:

- a. Coordinate a meeting with the Owner to review the project and task order to ensure mutual understanding of the objectives, requirements, schedule, etc. prior to starting work.
- b. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project. This shall include coordination as necessary with Engineer’s “Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
- c. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner’s instructions. This shall include coordination as necessary with Engineer’s “Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.

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

B. *Final Design Phase*

1. Engineer shall:

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

requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

2. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
3. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one.

C. *Bidding or Negotiating Phase*

1. Engineer shall:
 - a. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any addenda from other Owner consultants shall be provided to Engineer.
 - c. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - d. Consult with Owner as to the qualifications of prospective contractors.
 - e. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - f. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.
 - g. Attend the bid opening as needed, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 - h. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

- i. Coordinate execution of Contract by assembling contract documents for review by Owner, Owner's Attorney, and Contractor and assist in routing contracts between entities to obtain necessary signatures.
2. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

D. *Construction Phase*

1. Engineer shall:

- a. *General Administration of Construction Contract*: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
- b. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth below.

- 1) Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- 2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the

Construction Contract Documents. In addition, the specific terms set forth in in this Task Order, are applicable.

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

suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

- i) Review of Work; Defective Work
 - Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
 - Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- j) Inspections, Tests, and System Start-ups
 - Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- k) Records
 - Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
 - Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.

- Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - Maintain records for use in preparing Specific Project documentation.
 - Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- l) Reports
- Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- m) *Payment Requests*: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- n) *Certificates, Operation and Maintenance Manuals*: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- o) Completion:
- Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
 - Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit A.1).
- 4) Resident Project Representative shall not:
- a) Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b) Exceed limitations of Engineer's authority as set forth in this Agreement.

- c) Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - e) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - g) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - h) Authorize Owner to occupy the Specific Project in whole or in part
- c. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
- d. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
- e. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
- f. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- h. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
- 1) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is

proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner for observations requiring their expertise.

- 2) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- i. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - j. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - k. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner. Any clarifications, interpretation, or decision shall be provided by the Owner's applicable consultant.
 - l. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

- m. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- n. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner. Any reviews, obtaining of information, and preparation of findings, conclusions, and recommendations shall be provided by the Owner's applicable consultant.
- o. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- p. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- q. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- r. *Inspections and Tests*:
 - 1) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - 2) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - 3) Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- s. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or

deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any pertinent information shall be provided to Engineer.

- t. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - 1) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract.
- u. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph 2.D.1.p. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
- v. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- w. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit A.1 ("Notice of Acceptability of Work") to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
- x. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- y. *Construction Staking:* Engineer will provide the following upon request of the Contractor

- 1) Water Mains/ Force Mains
 - a) Centerline with offsets at 50' intervals
 - b) Cut stakes to top of pipe with hubs, if plan calls for specified grades
 - c) Curb Stop Locations
- 2) Storm-Sanitary Sewers
 - a) Centerline stakes with offsets and cuts to inverts at 50' intervals
 - b) Manholes with offsets
 - c) Inlets with offsets
 - d) Wye locations
 - e) Service ends with grades
- 3) Streets
 - a) Initial dirt grade stakes with lath every 100' and at high and low
 - b) Subgrade blue tops for centerline and curb and gutter areas if so specified in construction contract
 - c) Centerline gravel blue tops if so specified in construction contact
 - d) Curb & gutter flow line stakes with offsets every 25'
 - e) Concrete Paving grade stakes with offset at 25' intervals plus high and low points
- 4) Lift Stations (without buildings)
 - a) Location & elevation of rim and invert centerline of wet well, dry well, and/or check valve manhole
- 5) Buildings
 - a) Location & elevation of corners of first floor with offsets
- 6) Sidewalks/Multi-Use Paths
 - a) Elevation & location of "Outside" finished edge (one edge) of Sidewalk or Multi-Use Path @ 25' stationing
- 7) Channels/Embankments
 - a) Centerline cut/fill, daylights, and temporary construction easement limits (every 200')
 - b) Culvert alignment, lengths, and invert elevations with offsets
 - c) Structure locations and invert elevations with offsets
- 8) Ponds/Lakes
 - a) Location and elevation of bottom of lake/pond every 200'
 - b) Location and elevation of changes in slopes (i.e. hinges) every 200'
 - c) Location and elevation of contour defining bottom of planting area used to protect slopes every 200'
 - d) Topsoil stripping location every 200'
 - e) Five elevation control points.

2. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph 2.B.3, then Construction Phase services may be rendered at different times in respect to the separate contracts.

E. *Post-Construction Phase*

1. Engineer shall:
 - a. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and

discussions with Contractor concerning correction of any such defective Work and any needed repairs.

- b. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

F. *Commissioning Phase*

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

3. Additional Services

Additional Services authorized or necessary under this Task Order are:

A. *Study and Report Services*

1. Improvements funded by Special Assessment District – Coordinate with City Engineer to establish benefitting area (boundary) and provide legal description along with an illustrative map for the Owner to use in creating the Special Assessment District per ND Century Code requirements.
2. Develop and Evaluate Project Alternatives
3. Prepare Engineer's Report
4. Prepare Preliminary Assessment Allocations

B. *Additional Design Related Services*

1. Right-of-Way Administration – For right-of-way required for construction and maintenance of the Project, prepare any necessary legal descriptions, plats, or other land surveying documents to provide to the Owner's attorney for document preparation, participate in negotiation of terms of

easement or land acquisition with landowners, participate in coordination of land acquisition process, and install monuments as required upon completion of the Project.

2. Utility Administration – Coordinate relocation, if necessary, of existing private utilities, determine existing easements and utility permits to identify the party responsible for utility relocation costs. Coordinate relocation agreements with each utility company and the City.
3. Permitting – Prepare appropriate applications, including necessary supporting documentation, to submit and secure all local, state, and federal permits, environmental clearance documents, and any railroad agreements.

C. *Additional Bidding Services*

1. Rebidding
 - a. Engineer shall perform all tasks outlined in Section 2.C in the case that the project is either stopped prior to bidding or, once bid, a contract is not awarded and the City subsequently determines to start the advertising (or obtaining proposals) process again.
2. Special Assessments – Revise preliminary assessments based on the bid results and prepare “pending assessments” in applicable format for the Owner to import into property database software.

D. *Additional Construction Services*

1. Restaking
 - a. Construction staking services required due to actions of the Contractor, whether due to destruction of existing stakes or due to changes in construction schedule requiring re-staking.
2. Defective Work
 - a. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
3. 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.

E. *Funding Administration*

1. Provide services related to administration of any requirements identified specifically by funding sources.
2. Special Assessment Districts
 - a. Compute final assessment allocations based on Owner’
 - b. As directed by the Owner, prepare documents and attend meetings with the Special Assessment Commission and/or Board of City Commissioners.
 - c. Provide public communications as needed regarding special assessments for the improvement(s) related to this Task Order.

4. City's Responsibilities

City shall have those responsibilities as follows:

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

5. Task Order Schedule

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

- A. The services covered by this Task Order will terminate twelve months after the commencement of the Construction Contract's correction period

6. Payments to Engineer

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

Task	Budget (\$)
Engineer's Report	\$5,000
Special Assessment Administration - Initial	\$1,500
Permitting	\$0
Rebidding	\$0
Special Assessment Administration - Bid Results	\$500
Special Assessment Administration - Projected/Final	\$4,500
Construction Phase Services Past Completion Date	\$0
Funding Agency Administration	\$0
ADDITIONAL SERVICES SUBTOTAL	\$11,500

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

Project Type	Preliminary Design, Final Design, Bidding or Negotiation Phases (% of Final Construction Contract Value plus value of any alternates designed but not constructed)	Construction, Post-Construction, and Commissioning Phases (% of Final Construction Contract Value)
Projects designed and constructed in accordance with NDDOT requirements	6%	6%
All other projects	5.5%	5.5%
Estimated Value of Final Construction Contract		\$1,000,000
Estimated Compensation based on 11% of Construction		\$100,000

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

Services to be Provided	Estimated Compensation
Additional Services Subtotal	\$11,500
Estimated Compensation based on 12% of Construction	\$110,000
TOTAL ESTIMATED COMPENSATION UNDER THIS TASK ORDER	\$121,500

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

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

- a. None

8. Other Modifications to Agreement and Exhibits: None.

9. Attachments: None.

10. Other Documents Incorporated by Reference: Task hour summary and estimate of additional services .

11. Terms and Conditions

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

The Effective Date of this Task Order is May 2, 2019.

OWNER:

By: _____

Print Name: Tina Fisk

Title: City Administrator

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Tina Fisk

Title: City Administrator

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

E-Mail Address: Tina.Fisk@westfargond.gov

Phone: (701)433-5301

ENGINEER:

By:  _____

Print Name: Lee Beauvais

Title: Vice President

Engineer License or Firm's Certificate No. (if required): 011C

State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Matt Welle, PE

Title: Project Manager

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

E-Mail Address: mwelle@mooreengineeringinc.com

Phone: (701)282-4692

Exhibit A.1



NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

Exhibit A.1 cont'd

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

3. This Notice is given 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.
4. This Notice reflects and is an expression of the professional judgment of Engineer.
5. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
6. 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 Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, 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 Agreement.
7. 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 related Contract Documents, including 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 Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
8. 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.

By: _____

Title: _____

Dated: _____

EXHIBIT A to MSA
Task Order for Design & Construction Services

This is Task Order No. 11
consisting of 20 pages.

Task Order 11

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

1. Background Data

- a. Effective Date of Task Order: May 2, 2019
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project (title): Improvement District No. 4063
- e. Specific Project (description): Storm Sewer Lift Station (SM 73) – The Wilds South

2. Services of Engineer

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

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

1. Engineer shall:

- a. Coordinate a meeting with the Owner to review the project and task order to ensure mutual understanding of the objectives, requirements, schedule, etc. prior to starting work.
- b. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
- c. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.

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

B. *Final Design Phase*

1. Engineer shall:

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

requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

2. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
3. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one.

C. *Bidding or Negotiating Phase*

1. Engineer shall:
 - a. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any addenda from other Owner consultants shall be provided to Engineer.
 - c. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - d. Consult with Owner as to the qualifications of prospective contractors.
 - e. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - f. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.
 - g. Attend the bid opening as needed, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 - h. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

- i. Coordinate execution of Contract by assembling contract documents for review by Owner, Owner's Attorney, and Contractor and assist in routing contracts between entities to obtain necessary signatures.
2. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

D. *Construction Phase*

1. Engineer shall:

- a. *General Administration of Construction Contract*: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
- b. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth below.

- 1) Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- 2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the

Construction Contract Documents. In addition, the specific terms set forth in in this Task Order, are applicable.

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

suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

- i) Review of Work; Defective Work
 - Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
 - Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- j) Inspections, Tests, and System Start-ups
 - Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- k) Records
 - Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
 - Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.

- Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - Maintain records for use in preparing Specific Project documentation.
 - Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- l) Reports
- Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- m) *Payment Requests*: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- n) *Certificates, Operation and Maintenance Manuals*: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- o) Completion:
- Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
 - Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit A.1).
- 4) Resident Project Representative shall not:
- a) Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b) Exceed limitations of Engineer's authority as set forth in this Agreement.

- c) Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - e) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - g) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - h) Authorize Owner to occupy the Specific Project in whole or in part
- c. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
- d. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
- e. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
- f. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- h. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
- 1) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is

proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner for observations requiring their expertise.

- 2) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- i. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - j. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - k. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner. Any clarifications, interpretation, or decision shall be provided by the Owner's applicable consultant.
 - l. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

- m. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- n. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner. Any reviews, obtaining of information, and preparation of findings, conclusions, and recommendations shall be provided by the Owner's applicable consultant.
- o. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- p. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- q. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- r. *Inspections and Tests*:
 - 1) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - 2) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - 3) Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- s. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or

deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any pertinent information shall be provided to Engineer.

- t. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - 1) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract.
- u. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph 2.D.1.p. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
- v. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- w. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit A.1 ("Notice of Acceptability of Work") to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
- x. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- y. *Construction Staking:* Engineer will provide the following upon request of the Contractor

- 1) Water Mains/ Force Mains
 - a) Centerline with offsets at 50' intervals
 - b) Cut stakes to top of pipe with hubs, if plan calls for specified grades
 - c) Curb Stop Locations
- 2) Storm-Sanitary Sewers
 - a) Centerline stakes with offsets and cuts to inverts at 50' intervals
 - b) Manholes with offsets
 - c) Inlets with offsets
 - d) Wye locations
 - e) Service ends with grades
- 3) Streets
 - a) Initial dirt grade stakes with lath every 100' and at high and low
 - b) Subgrade blue tops for centerline and curb and gutter areas if so specified in construction contract
 - c) Centerline gravel blue tops if so specified in construction contact
 - d) Curb & gutter flow line stakes with offsets every 25'
 - e) Concrete Paving grade stakes with offset at 25' intervals plus high and low points
- 4) Lift Stations (without buildings)
 - a) Location & elevation of rim and invert centerline of wet well, dry well, and/or check valve manhole
- 5) Buildings
 - a) Location & elevation of corners of first floor with offsets
- 6) Sidewalks/Multi-Use Paths
 - a) Elevation & location of "Outside" finished edge (one edge) of Sidewalk or Multi-Use Path @ 25' stationing
- 7) Channels/Embankments
 - a) Centerline cut/fill, daylights, and temporary construction easement limits (every 200')
 - b) Culvert alignment, lengths, and invert elevations with offsets
 - c) Structure locations and invert elevations with offsets
- 8) Ponds/Lakes
 - a) Location and elevation of bottom of lake/pond every 200'
 - b) Location and elevation of changes in slopes (i.e. hinges) every 200'
 - c) Location and elevation of contour defining bottom of planting area used to protect slopes every 200'
 - d) Topsoil stripping location every 200'
 - e) Five elevation control points.

2. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph 2.B.3, then Construction Phase services may be rendered at different times in respect to the separate contracts.

E. *Post-Construction Phase*

1. Engineer shall:
 - a. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and

discussions with Contractor concerning correction of any such defective Work and any needed repairs.

- b. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

F. *Commissioning Phase*

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

3. Additional Services

Additional Services authorized or necessary under this Task Order are:

A. *Study and Report Services*

1. Improvements funded by Special Assessment District – Coordinate with City Engineer to establish benefitting area (boundary) and provide legal description along with an illustrative map for the Owner to use in creating the Special Assessment District per ND Century Code requirements.
2. Develop and Evaluate Project Alternatives
3. Prepare Engineer's Report
4. Prepare Preliminary Assessment Allocations

B. *Additional Design Related Services*

1. Right-of-Way Administration – For right-of-way required for construction and maintenance of the Project, prepare any necessary legal descriptions, plats, or other land surveying documents to provide to the Owner's attorney for document preparation, participate in negotiation of terms of

easement or land acquisition with landowners, participate in coordination of land acquisition process, and install monuments as required upon completion of the Project.

2. Utility Administration – Coordinate relocation, if necessary, of existing private utilities, determine existing easements and utility permits to identify the party responsible for utility relocation costs. Coordinate relocation agreements with each utility company and the City.
3. Permitting – Prepare appropriate applications, including necessary supporting documentation, to submit and secure all local, state, and federal permits, environmental clearance documents, and any railroad agreements.

C. *Additional Bidding Services*

1. Rebidding
 - a. Engineer shall perform all tasks outlined in Section 2.C in the case that the project is either stopped prior to bidding or, once bid, a contract is not awarded and the City subsequently determines to start the advertising (or obtaining proposals) process again.
2. Special Assessments – Revise preliminary assessments based on the bid results and prepare “pending assessments” in applicable format for the Owner to import into property database software.

D. *Additional Construction Services*

1. Restaking
 - a. Construction staking services required due to actions of the Contractor, whether due to destruction of existing stakes or due to changes in construction schedule requiring re-staking.
2. Defective Work
 - a. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
3. 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.

E. *Funding Administration*

1. Provide services related to administration of any requirements identified specifically by funding sources.
2. Special Assessment Districts
 - a. Compute final assessment allocations based on Owner’
 - b. As directed by the Owner, prepare documents and attend meetings with the Special Assessment Commission and/or Board of City Commissioners.
 - c. Provide public communications as needed regarding special assessments for the improvement(s) related to this Task Order.

4. City's Responsibilities

City shall have those responsibilities as follows:

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

5. Task Order Schedule

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

- A. The services covered by this Task Order will terminate twelve months after the commencement of the Construction Contract's correction period

6. Payments to Engineer

A. City shall pay Engineer for services rendered under this Task Order as follows:

- i. Compensation for services outlined in Section 3 shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Exhibit B of the Agreement.

Task	Budget (\$)
Engineer's Report	3,800
Special Assessment Administration - Initial	700
Special Assessment Administration – Bid Results	500
Special Assessment Administration – Projected/Final	2,600
Right-of-Way Administration	\$0
Utility Administration	\$0
Permitting	\$14,400
Rebidding	\$0
Restaking	\$0
Defective Work	\$0

Task	Budget (\$)
Construction Phase Services Past Completion Date	\$0
Funding Agency Administration	\$0
TOTAL	\$22,000

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

Project Type	Preliminary Design, Final Design, Bidding or Negotiation Phases (% of Final Construction Contract Value plus value of any alternates designed but not constructed)	Construction, Post-Construction, and Commissioning Phases (% of Final Construction Contract Value)
All other projects	5.5%	5.5%
Estimated Value of Final Construction Contract		2,200,000
Estimated Compensation based on 11% of Construction		242,000

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

Services to be Provided	Estimated Compensation
Additional Services Subtotal	\$22,000
Estimated Compensation based on 12% of Construction	\$242,000
TOTAL ESTIMATED COMPENSATION UNDER THIS TASK ORDER	\$264,000

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

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

- a. None

8. Other Modifications to Agreement and Exhibits: None.

9. Attachments: None.

10. Other Documents Incorporated by Reference: None.

11. Terms and Conditions

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

The Effective Date of this Task Order is May 2, 2019.

OWNER:

By: _____

Print Name: Tina Fisk

Title: City Administrator

ENGINEER:

By:  _____

Print Name: Lee Beauvais

Title: Vice President

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Tina Fisk

Title: City Administrator

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

E-Mail Address: Tina.Fisk@westfargond.gov

Phone: (701)433-5301

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Daniel R. Hanson, PE

Title: Project Manager

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

E-Mail Address: dhanson@mooreengineeringinc.com

Phone: (701)282-4692

Exhibit A.1



NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

Exhibit A.1 cont'd

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

3. This Notice is given 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.
4. This Notice reflects and is an expression of the professional judgment of Engineer.
5. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
6. 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 Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, 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 Agreement.
7. 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 related Contract Documents, including 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 Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
8. 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.

By: _____

Title: _____

Dated: _____

This is **Amendment No. 1** consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Study and Report Professional Services** dated February 5, 2018.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: May 6, 2019.

Background Data

Effective Date of Owner-Engineer Agreement: February 5, 2018

Owner: City of West Fargo

Engineer: Advanced Engineering and Environmental Services, Inc. (AE2S)

Project: West Fargo Core Area Infrastructure Master Plan

Nature of Amendment:

- X Modifications to services of Engineer
- X Modifications of payment to Engineer
- X Modifications to time(s) for rendering services

Description of Modifications:

- A. The following services are to be deleted from the original Scope of Services provided in Exhibit A of the Agreement:
 - Conduct UAS drone video documentation of key gravity storm sewer outfalls along Drain 21 and Sheyenne River (\$1,000)
 - Conduct full topographic survey of 10 key areas for up to five (5) days (\$10,778)
- B. The following services shall be added to Exhibit A of the Agreement and be performed by the Engineer:
 - Provide GIS verification between City of West Fargo and Moore Engineering data sets and create maps to identify sanitary sewer pipes to be televised. (\$4,090 lump sum)
 - Review an additional 43,380 feet of sanitary sewer televising video, complete sanitary sewer rating scale and document areas of concern. (\$35,342 lump sum)
 - Record drawing review and consolidation (2 batches, 143 separate files), elevation data entry in GIS, and “Critical Area” map creation for storm manhole surveys as necessary to build storm sewer system model. (\$18,840 lump sum)
 - Coordinate and correspond with Moore Engineering to ensure consistency between Sheyenne River drainage basin modeling and Drain 21 and Drain 45 drainage basin modeling (\$2,076 lump sum)
 - Incorporate Drain 21 and Drain 45 modeling results and recommendations (provided by others) into Master Plan Report and Capital Improvements Plan (CIP). (\$2,512 lump sum)

- Provide general assistance and establish protocol for conducting sanitary sewer lift station drawdown testing to Public Works staff. (\$5,156 lump sum)
- Apply Engineer's 2019 billing rate schedule to the remaining contract balance as of January 1, 2019. (\$4,831 lump sum)

Agreement Summary:

Original agreement amount:	\$295,500.00
Net change for prior amendments:	\$0.00
Removed services amount:	(\$11,778.00)
Added services amount:	\$72,847.00
This amendment amount:	\$61,069.00
Adjusted Agreement amount:	\$356,569.00

C. Change in time for services (days or date, as applicable):

Draft Master Plan Report and CIP for City Review:	July 31, 2019
Final Master Plan Report and CIP (pending City Review):	August 31, 2019

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: Bernie Dardis

By: Brian R. Bergantine, PE

Title: Commission President

Title: Operations Manager

Date Signed: _____

Date Signed: _____



When completed please mail to: West Fargo City Hall
 800 4th AVE E STE 1
 West Fargo ND, 58078
 If you have any questions, please call: (701)433-5300

MAY - 1 2019

LIQUOR LICENSE APPLICATION - PRE-APPROVAL REVIEW (FORM A)

Pre-approval application fee is non-refundable

Requests for Liquor Licenses require an administrative review prior to consideration by the City Commission. Administrative fees are utilized to offset the cost of this process and are non-refundable. If your license request is granted, you will be asked to complete a Post Approval Liquor License form to calculate final license fees.

For period beginning June 1 2019 and ending June 30, _____
 Business Name: Peterson Holdings II, LLC
 DBA/Name: The Art Bar
 Business Address: 18 1st St West Fargo ND 58078
 Phone #: 701 793 8835 Cell Phone: _____ Email: betty.p1966@gmail.com

I. TYPE OF LICENSE(S) APPROVED:

(CIRCLE THE APPROPRIATE LICENSES AND CALCULATE TOTAL FEES)

Application Review Fees

Retail Bar On and Off Premises Liquor/Wine/Beer	\$750
Retail Convenience/Grocery Store Off Sale	\$125
Retail Bar On Premises Liquor/Wine/Beer	\$500
<input checked="" type="radio"/> Retail Business On Premises Beer/Wine	<u>\$300</u>
Retail Off-sale Premises Liquor/Wine/Beer	\$500
Retail Club/Lodge On Sale Liquor/Wine/Beer	\$500
Wholesale	\$500
Public Facilities License	\$500
Restaurant On and Off-sale Liquor/Wine/Beer	\$500
Restaurant On Premise Liquor/Wine/Beer	\$500

Total Due

\$300

*CK # 14121
 pd 5-1-19
 \$300*

- * If you are applying for a **Club License**, how many members do you have at this time? _____
- * If you are applying for a **On-Premises Liquor License** and plan to serve food:
 Will you allow people under the age of 21 in your establishment? _____ If yes, do you
 anticipate that the sale of food will exceed the sale of alcoholic beverages? _____
(in future years you will be required to provide proof of food to alcohol sales)

II. APPLICANT DATA: (individual filling out application for license):

Your Full Name: (First, Middle, Last): Betty Ann Peterson

Applicant Legal Address: 1549 22 Ave So Fargo ND 58103

Date of Birth: 9-6-66 Social Security #: _____ US Citizen Y or N

Applicant Email Address: bettyp1966@gmail.com

Applicant Phone #: 7017938835 How long have you been a resident of ND? 43yrs Have you ever been convicted of any violation, or any law, other than a traffic offense in the U.S.? _____ If yes, what crime?

What Court? _____

Have you ever been convicted of any violation of laws governing the manufacture, sale, consumption or possession of intoxicating beverages? No If yes provide details: _____

Please list any current or previous liquor licenses held: _____

Have you ever had a liquor license revoked or rejected by any municipality or state? No
If yes, provide details: _____

Will you be engaged in any other form of business besides the sale of liquor under the applied license? yes If yes provide details: instructional painting

List names, addresses and phone numbers of three business references (at least one bank), and state the extent of your business relations with each:

1. Bell State Bank

2. Johnson Bros

3. Beverage Wholesales

III. RESIDENT MANAGER INFORMATION:

Name: _____ Date of Birth: _____

Address: _____ Phone #: _____

List resident manager's previous employment for past five years:

SAME AS Applicant

IV. BUSINESS DATA:

Name of Business (DBA): The Art Bar
Mailing Address of Licensed Establishment: 18 1st St West Fargo ND
Establishment Phone #: 701 793 8835
Business Type: (Sole Proprietorship, Partnership, Corporation) Corporation

Based on the business type above provide below the names, addresses and dates of birth of ALL individuals, partners, officers and directors. Include all persons with 1% or more interest in the business and indicate percentage of ownership: (add additional pages if necessary):

Greg Peterson 11/01/1969 51%
Betty Peterson 9/06/66 49%

If Incorporated: Date of Charter: _____ State of Charter: ND

List any person (including name, address, date of birth and association with business), other than the applicants listed, with any right, title, estate or interest in the leasehold, furniture, fixtures or equipment in the premises for which the license is requested:

N/A

Does the business have any interest, directly or indirectly, with any other liquor establishment in any state? _____

If yes give names and addresses of the establishments: Town Hall Bar
Ace Beer + Liquors

Does this buisness plan to have any live music, performers, or other entertainment more than 1 day per week? Yes No

V. ATTACH A DETAILED FLOOR-PLAN OF BUSINESS

(HAND DRAWN FLOOR PLANS WILL NOT BE ACCEPTED)

VI. EMPLOYEE ROSTER LIST - SERVER TRAINING (SEE ATTACHED FORM)

For new establishments, you will be given 90 days from date of opening to submit a server training roster which will list servers with completed training, as well as a detailed plan for completion of training for those who have not. Employee server training must be kept current and is subject to periodic review.

Betty Peterson ^{DOB} 9/6/66 Expiration 9/15/19

Information on signup and training is available online at Fargo Cass Public Health Department's Website:

VII. VALIDATION/SIGNATURES

Do you agree not to permit the sale of alcohol on said premises to a minor, incompetent person, or a person who is inebriated or a habitual drunkard? Yes No

Do you understand that any license granted with this application will not be transferable except by specific authority of the governing body and will authorize the sale of products as applied for only at the place and premises designated in the application and said license? Yes No

Have you reviewed the Alcoholic Beverage Ordinances(s) of the City of West Fargo and are familiar with the conditions and requirements of these ordinances? Yes No

If granted an alcoholic beverage license, will you comply with the State of North Dakota Liquor Control Act and the City of West Fargo Alcoholic Beverage Ordinances, as well as any amendments to either of these, which may be made in the future? Yes No

(copy of current ordinance provided with application)

Do you understand that approval of license application is contingent upon having completed successful inspections from the Police Department, Fire Department, Building Inspection Department and Cass County Health Department?

Do you certify that property owned in connection with this license does not have real and/or personal property taxes that are delinquent? Yes No

For leased/rented property, do you certify that all payments are current? Yes No

I(We) am (are) familiar with the information in this completed application, the answers and information contained herein are, to the best of my (our) knowledge true, complete and accurate

All signatures must be notarized.

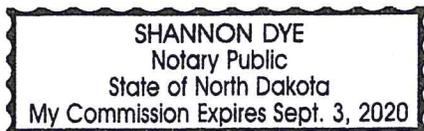
List owner(s) names (In case of a Corporation only President and Secretary are required):

Name : Greg Peterson
 Title: President
 Signature: [Signature]
 Date: 5-1-19
 Name : _____
 Title: _____
 Signature: _____
 Date: _____

Name : Betty Peterson
 Title: Sec/Treas.
 Signature: [Signature]
 Date: 5-1-19
 Name : _____
 Title: _____
 Signature: _____
 Date: _____

Before me personally appeared: (list names from above) Greg Peterson + Betty Peterson

Subscribed and sworn before me on this 1st day of May, 2019



[Signature]
 (Signature of Notary Public)

My Commission expires: _____

Notary Public for Cass County ND

VIII. BACKGROUND CHECK AUTHORIZATION

To: _____

(Please leave blank - for use of WF Police Department)

YOU ARE HEREBY AUTHORIZED to release to the bearer of this authorization, any and all information concerning my dealings as a customer of your institution. Said information is to be given in connection with the investigation by the West Fargo Police Department in relation to a liquor license request.

PRINTED NAME OF APPLICANT: Betty Peterson

By releasing this information to the West Fargo Police Department, I understand that my information may be subject to North Dakota open record laws.

Signature of Applicant: Betty Peterson Date: 5-1-19

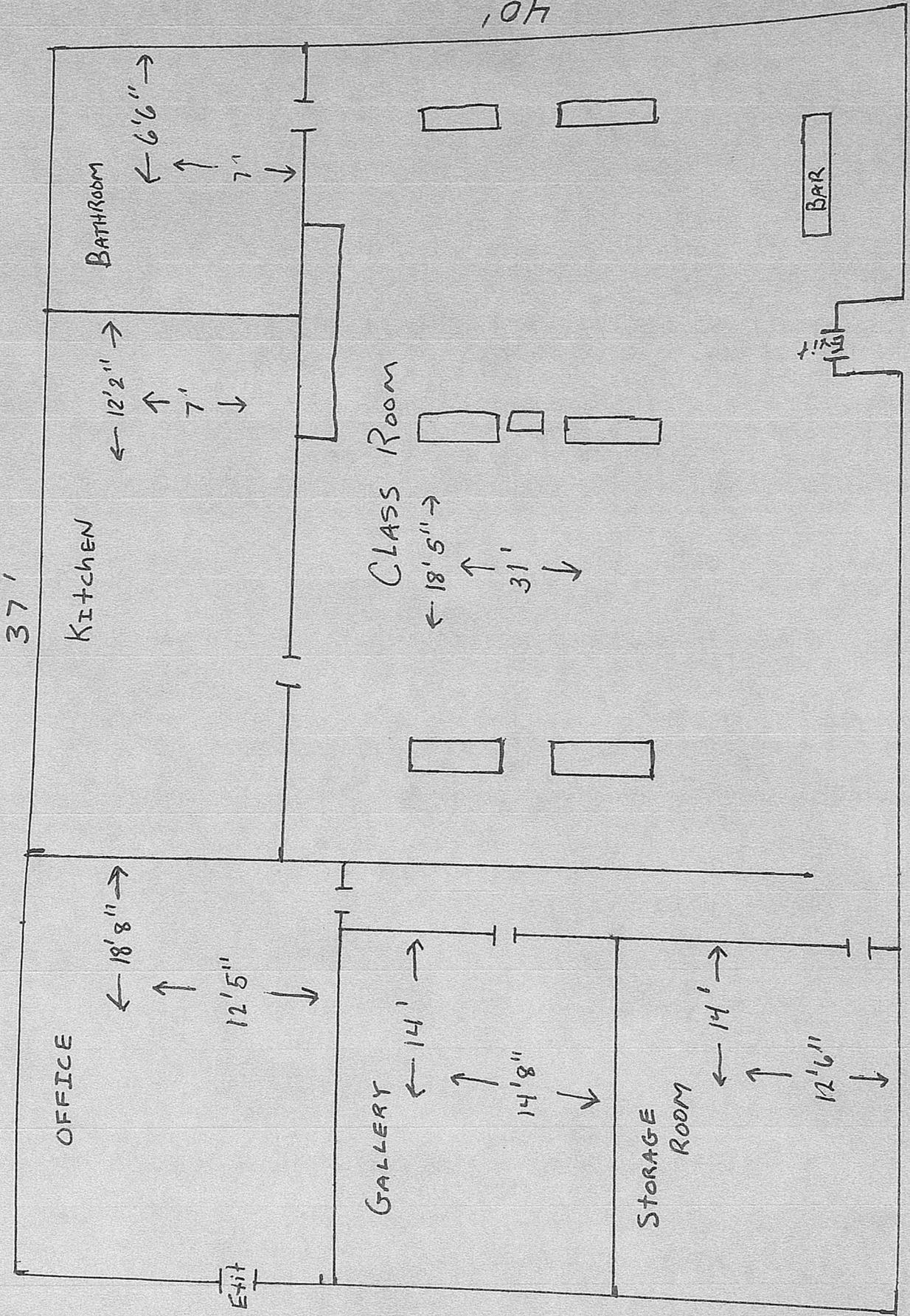
Please forward the records for the above investigation for a City liquor license to:

West Fargo Police Department
ATTN: License Investigations
800 4th Avenue East, Ste 2
West Fargo, ND 58078
Fax: 701-433-5508

1500 SQ FT

N

40'



1st St