

**AGENDA
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, APRIL 19, 2016 – 5:00 PM**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.”

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of April 5, 2016.
2. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of April 12, 2016.
3. Consider approving the minute summary of the “Closed Session” for the East Grand Forks, Minnesota City Council of April 12, 2016.

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:

Items under the “Consent Agenda” will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

4. Consider approving the special event application for the East Side Rides Car Club show to be held on Wednesday evenings from May 4, 2016 to September 7, 2016 from 5:30pm to 8:00pm.
5. Consider approving the request to start a new register process for the Police Department.
6. Consider approving the request to hire office intern Alexander Albert for the Administration Office which will be a temporary position that will not exceed allowable limits of the Affordable Care Act and PERA regulations.

7. Consider adopting Resolution No. 16-04-40 declaring that the City of East Grand Forks acts as the legal sponsor for an application for the FY 2016/2017 funding to the State of Minnesota Department of Natural Resources for the trail maintenance of snowmobile trails managed by the Red River Snowmobile Club.
8. Consider authorizing Johnson Controls and Eagle Electric to repair or improve the air handlers at the Public Works Building and not to exceed the amount of \$18,348 for the repairs or improvements.
9. Consider approving the Master Partnership Contract between the City of East Grand Forks and the State of Minnesota for year round road maintenance.
10. Consider approving a one year joint powers agreement for 2016 between the City of East Grand Forks and the Minnesota Department of Natural Resources for operations and maintenance support for the Red River State Recreation Area.
11. Consider adopting the corrected version of Ordinance 15, 4th Series for the annexation of property in Grand Forks Township.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

12. Regular meeting minutes of the Water, Light, Power, and Building Commission for March 17, 2016.

COMMUNICATIONS: NONE

OLD BUSINESS:

13. Reconsider adopting Resolution No. 16-04-36 authorizing a reduction in the sewage portion of a utility bill for Mr. Scott Richter.

NEW BUSINESS:

14. Consider adopting Resolution No. 16-04-41 authorizing an update to Park and Recreation Activity fees and updating the policy for participants in multiple activities, outside city limits in Polk County, and if they are from out-of-state.
15. Consider approving the agreement between the City of East Grand Forks and Widseth Smith Nolting for engineering services for 2017-2019.
16. Consider approving the request to hire the seasonal positions for the Public Works and Park and Recreation Departments.
17. Consider adopting Resolution No. 16-04-43 approving the hiring of Thomas Hajicek as a Fire Fighter and to be placed at Grade 12 Step 1 and will be paid \$19.28 per hour.
18. Consider approving the repair job for storm sewer relining to _____ for the amount of _____.

CLAIMS:

19. Consider adopting Resolution No. 16-04-42 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 23928 for a total of \$582.79 whereas Council Member Buckalew is personally interested financially in the contract.
20. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

COUNCIL/STAFF REPORTS:

ADJOURN:

**AGENDA
OF THE CITY
COUNCIL CLOSED MEETING
CITY OF EAST GRAND FORKS
TUESDAY, APRIL 19, 2015 – Following the Council Meeting**

Continuation of Closed Meeting from April 12, 2016

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

1. Closed Session pursuant to MN Statute 13D.05 Sub 3(a) for evaluate the performance of Patrol Officer Scott Jordheim.

ADJOURN:

Upcoming Meetings

Work Session – Tuesday, April 26, 2016 – Training Room
Regular Council Meeting – Tuesday, May 3, 2016 – Council Chambers
Work Session – Tuesday, May 10, 2016 – Training Room
Regular Council Meeting – Tuesday, May 17, 2016 – Council Chambers

**UNAPPROVED MINUTES
OF THE CITY COUNCIL
CITY OF EAST GRAND FORKS
TUESDAY, APRIL 5, 2016 – 5:00 PM**

CALL TO ORDER:

The Regular Meeting of the East Grand Forks City Council for April 5, 2016 was called to order by Council President Mark Olstad at 5:00 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Mark Olstad, Council Vice-President Chad Grassel, Council Members Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Bonnie Abel, Customer & Energy Service Manager; Dave Aker, Parks & Recreation Superintendent; Karla Anderson, Finance Director; Dan Boyce, Water & Light Manager; Steve Emery, City Engineer; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Gary Larson, Fire Chief; David Murphy, City Administrator/Clerk-Treasurer; Megan Nelson, Executive Assistant; and Jason Stordahl, Public Works Director.

DETERMINATION OF A QUORUM:

The Council President Determined a Quorum was present

PLEDGE OF ALLEGIANCE:

OPEN FORUM:

“An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate.”

Mr. Gorte informed the Council that he, Ms. Abel, and representatives from the Economic Development Authority Board manned a booth at the Home Show that was at the Alerus Center over the past weekend. He stated that they had lots of traffic, handed out packets of information to builders and realtors, and how they had a sign made for the event which can be used at future events.

APPROVAL OF MINUTES:

1. Consider approving the minutes of the “Special Meeting” for the East Grand Forks, Minnesota City Council of March 8, 2016.
2. Consider approving the minutes of the “Regular Meeting” for the East Grand Forks, Minnesota City Council of March 14, 2016.

- 3. Consider approving the minutes of the “Work Session” for the East Grand Forks, Minnesota City Council of March 22, 2016.

A MOTION WAS MADE BY COUNCIL MEMBER GRASSEL, SECONDED BY COUNCIL MEMBER DEMERS, TO APPROVE ITEMS ONE (1) THROUGH THREE (3).

Voting Aye: Grassel, DeMers, Vetter, Pokrzywinski, Buckalew, Tweten, and Olstad.

Voting Nay: None.

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA: NONE

Items under the “Consent Agenda” will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS AND COMMISSIONS:

- 4. Regular meeting minutes of the Water, Light, Power, and Building Commission for March 3, 2016.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

- 5. Consider adopting Resolution No. 16-04-36 authorizing a reduction in the sewage portion of a utility bill for Mr. Scott Richter.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER GRASSEL, TO ADOPT RESOLUTION NO. 16-04-36 AUTHORIZING A REDUCTION IN THE SEWAGE PORTION OF A UTILITY BILL FOR MR. SCOTT RICHTER.

COUNCIL MEMBER TWETEN MOVED TO AMEND THE MOTION, SECONDED BY COUNCIL MEMBER BUCKALEW, TO INCLUDE A REDUCTION OF \$78.00 FROM MS. NANCY ELLIS’S SEWAGE PORTION OF THE UTILITY BILL.

Discussion followed about how many more residents may come in for this and how this action could set policy before the Council is able to discuss and set a policy. Council member Tweten called for a vote on the amendment to the motion.

Voting Aye: Tweten.

Voting Nay: Grassel, DeMers, Vetter, Pokrzywinski, Buckalew, and Olstad.

Council President Olstad called for a vote on the original motion.

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER GRASSEL, TO ADOPT RESOLUTION NO. 16-04-36 AUTHORIZING A REDUCTION IN THE SEWAGE PORTION OF A UTILITY BILL FOR MR. SCOTT RICHTER.

Voting Aye: Tweten.

Voting Nay: Grassel, DeMers, Vetter, Pokrzywinski, Buckalew, and Olstad.

6. Consider approving and reaffirming the joint powers agreement between the City of East Grand Forks and the other participants of the Red Lake River Corridor to support the efforts to make the area a regional park or receive a trail designation.

A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO APPROVE AND REAFFIRM THE JOINT POWERS AGREEMENT BETWEEN THE CITY OF EAST GRAND FORKS AND THE OTHER PARTICIPANTS OF THE RED LAKE RIVER CORRIDOR TO SUPPORT THE EFFORTS TO MAKE THE AREA A REGIONAL PARK OR RECEIVE A TRAIL DESIGNATION.

Voting Aye: Grassel, DeMers, Vetter, Pokrzywinski, Buckalew, Tweten, and Olstad.

Voting Nay: None.

7. Consider adopting Resolution No. 16-04-37 formally supporting and authorizing the submission of an application requesting a designation as a regional park or trail for the Red Lake River Corridor.

A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER POKRZYWINSKI, TO ADOPT RESOLUTION NO. 16-04-37 FORMALLY SUPPORTING AND AUTHORIZING THE SUBMISSION OF AN APPLICATION REQUESTING A DESIGNATION AS A REGIONAL PARK OR TRAIL FOR THE RED LAKE RIVER CORRIDOR.

Voting Aye: Grassel, DeMers, Vetter, Pokrzywinski, Buckalew, Tweten, and Olstad.

Voting Nay: None.

8. Consider approving the request to include the installation of a driveway to the K-8 Storm Lift Station to the bidding process of 2016 Assessment Job No. 1 – Street Improvements.

A MOTION WAS MADE BY COUNCIL MEMBER BUCKALEW, SECONDED BY COUNCIL MEMBER DEMERS, TO APPROVE THE REQUEST TO INCLUDE THE INSTALLATION OF A DRIVEWAY TO THE K-8 STORM LIFT STATION TO THE BIDDING PROCESS OF 2016 ASSESSMENT JOB NO. 1 – STREET IMPROVEMENTS.

Council member Vetter commented that since this is such a small job it may be get a better bid from a contractor who does smaller jobs. Mr. Stordahl stated that this would be added as an option and that it would be removed from the project if the price is not favorable. Discussion followed about the location of the driveway and how the process had been started to obtain an easement for this driveway.

Voting Aye: Grassel, DeMers, Vetter, Pokrzywinski, Buckalew, Tweten, and Olstad.

Voting Nay: None.

- 9. Consider adopting Resolution No. 16-04-38 authorizing a partial re-advancing of a loan in the amount of \$15,000 to Valley Golf.

A MOTION WAS MADE BY COUNCIL MEMBER BUCKALEW, SECONDED BY COUNCIL MEMBER GRASSEL, TO ADOPT RESOLUTION NO. 16-04-38 AUTHORIZING A PARTIAL REFUND OF A LOAN IN THE AMOUNT OF \$15,000 TO VALLEY GOLF.

Council member DeMers asked if the sole purpose of this was to pay back taxes. Mr. Gorte explained that these funds were only to be used for operating costs, not past taxes, and how there was a meeting set up to discuss the issues and items with the golf course representatives. Mr. Galstad informed the Council that in the agreement it was going to state these funds could only be used on operating expenses. Council member Vetter asked if the City was in second position. Mr. Gorte stated the City had always been in second position. Council member Vetter asked what the bank in first position had done anything to restructure any of their debt. Mr. Gorte stated not to his knowledge.

Voting Aye: Grassel, Pokrzywinski, Buckalew, Tweten, and Olstad.

Voting Nay: DeMers and Vetter.

CLAIMS:

- 10. Consider adopting Resolution No. 16-04-39 authorizing the City of East Grand Forks to approve purchases from Hardware Hank the goods referenced in check numbers 23797 for a total of \$922.75 whereas Council Member Buckalew is personally interested financially in the contract.

A MOTION WAS MADE BY COUNCIL MEMBER DEMERS, SECONDED BY COUNCIL MEMBER TWETEN, TO ADOPT RESOLUTION NO. 16-04-39 AUTHORIZING THE CITY OF EAST GRAND FORKS TO APPROVE PURCHASES FROM HARDWARE HANK THE GOODS REFERENCED IN CHECK NUMBERS 23797 FOR A TOTAL OF \$922.75 WHEREAS COUNCIL MEMBER BUCKALEW IS PERSONALLY INTERESTED FINANCIALLY IN THE CONTRACT.

Voting Aye: Grassel, DeMers, Vetter, Pokrzywinski, Tweten, and Olstad.

Voting Nay: None.

Abstain: Buckalew.

- 11. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

A MOTION WAS MADE BY COUNCIL MEMBER BUCKALEW, SECONDED BY COUNCIL MEMBER GRASSEL, TO AUTHORIZE THE CITY ADMINISTRATOR/CLERK-TREASURER TO ISSUE PAYMENT OF RECOMMENDED BILLS AND PAYROLL.

Voting Aye: Grassel, DeMers, Vetter, Pokrzywinski, Buckalew, Tweten, and Olstad.

COUNCIL/STAFF REPORTS:

Mayor Stauss informed the Council representatives from the Bush Foundation will be in town next week on April 14th and that they would like to meet with the City. He stated that he couldn't make it and asked if someone from the Council would like to go instead. He told them to speak with Ms. Nelson if interested for details.

Council Member Buckalew commented that it was good to be back in Minnesota.

Council President Olstad informed the Council that he was going to be out of town the next week and would be conferencing in to the work session.

Mr. Murphy reminded that Council that both he and Council member Buckalew testified the previous week at the State Legislature in regards to the local sales tax and that it was a worthwhile trip.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER DEMERS, TO ADJOURN THE APRIL 5, 2016 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:17 P.M.

Voting Aye: Grassel, DeMers, Vetter, Pokrzywinski, Buckalew, Tweten, and Olstad.

Voting Nay: None.

David Murphy, City Administrator/Clerk-Treasurer

**UNAPPROVED MINUTES
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, APRIL 12, 2016 – 5:00 PM**

CALL TO ORDER:

The Work Session of the East Grand Forks City Council for April 12, 2016 was called to order by Council Vice-President Chad Grassel at 5:00 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Mark Olstad, Council Vice-President Chad Grassel, Council Members Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Dave Aker, Parks & Recreation Superintendent; Greg Boppre, City Engineer; Mark Dragich, Recreation Supervisor; Nancy Ellis, City Planner; Steve Emery, City Engineer; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Mike Hedlund, Police Chief; Charlotte Helgeson, Library Director; Gary Larson, Fire Chief; David Murphy, City Administrator/Clerk-Treasurer; Megan Nelson, Executive Assistant; Jason Stordahl, Public Works Director and Corey Thompson, IT Manager.

DETERMINATION OF A QUORUM:

The Council Vice-President Determined a Quorum was present

1. Northern Valley Tax Abatement – Paul Gorte

Mr. Gorte informed the Council that Northern Valley Machine was requesting a five year \$100,000 tax abatement. He explained that there was \$146,000 available in tax credits and the request that is being made fits within City policy. He said this process requires a public hearing and because of time requirements for noticing the hearing the soonest this process could move forward would be May 17th. Council member DeMers asked if or when there would be more tax credits available. Mr. Gorte explained the State Legislature replenishes the funds from time to time but that he wasn't sure if any more would be added since it is a short legislative session. Discussion followed about how moving forward with this would leave only approximately \$40,000 available for tax credits, how the Walskis would have been present but were receiving an award from Boeing in Seattle, and that if they aren't able to received some help they might move across the river leaving three buildings empty in the industrial park.

Mayor Stauss commented how this business is a proven success and that he hopes they purchase the building next to them. Council member DeMers expressed his concern about using up to much of a resource when there were other possibilities on the horizon. Mr. Gorte stated that he also shares that concern but because of the needs of this business that this is seen as a retention project just as much as it

is seen as an expansion project. Council member Tweten stated that he supported this 100%. He commented on how well this business has done, that they need a trained work force, and how they are selling their products nationally. Council member Buckalew asked what properties this would be covering. Mr. Gorte stated it was the two buildings they currently occupy and the Ideal Aerosmith building.

This item will be moved on to a City Council Meeting for action.

2. Engineering Services – David Murphy

Mr. Murphy told the Council that the engineering committee had met three or four times, reviewed information from other cities, and came up with options for the Council to consider. He stated that each council member had received the packet of information with the options that the committee came up with. He added that he would answer any questions regarding the options or other information in the packet.

Council President Olstad said he appreciated the time that was spent on putting this information together, he suggested the Council move on from this, and that they move forward with option one with a three year contract. Mr. Murphy asked for clarification and if Council President Olstad wanted to contract with WSN specifically for that three year contract. Council President Olstad said yes. Mayor Stauss asked the committee members if they had a recommendation for the Council regarding the options. Council member Vetter said the proposal isn't to continue with one particular firm and that option one was to collect RFPs for consulting services, the applications of submitting firms would be reviewed, and a decision would be made from there. Discussion followed about how the City could save money if the hired an in-house engineer, how Thief River Falls has a liason between the City and the engineers, and at this time there weren't any exact costs of what the different options could cost.

Mr. Boppre told the Council that he had worked in the community for 32 years and that he is constantly looking at what the best interest is for the City. He reviewed items that included how he has helped keep costs down on the interconnect project as well as the decommissioning of the ponds, how this is a local business with employees living in the community with kids in the school system, and that if the City moved forward with the RFP process they would find that WSN has the lowest rates in the area. Council member DeMers said he tried to go into this process with an open mind, how the options were numbered according to how much change it would be, and that the City was currently receiving a good product. He continued saying how the City could move forward with option one, look at how to improve the current situation by reducing costs, and adding additional oversight. He stated that this option would allow the possibility to move forward with other options in the future.

Council member Tweten stated that he disagreed with the percentages charged for projects and that it was the Council's responsibility to try and reduce costs. Mr. Boppre stated that he appreciated what the committee had done and that he was not afraid of the RFP process if it is in the City's best interest to move forward with that. He added how option four would be the option to move forward with to save money but the person that would be hired would not have the institutional information so it could cost more in the end. Mayor Stauss commented how he had vetoed the contract so the Council had to look into this matter. He commented how the service has always been there and they have competitive rates. He added that he would not veto on how the Council decides to move forward with this. Council Vice-

President Grassel reviewed the options that had been discussed and suggested with the addition of possibly adding an engineering committee into the contract.

Council member Buckalew said that he was in favor of the agreement that was vetoed. He added that the Council has the accessibility of the firm and that they have never been turned away if they stop by. He stated how they are already up to speed and that in the future things could be changed. He commented how things had slowed down in the oil fields and that if there is another recession the City could say no to projects. He stated that they also have different expertise in the firm and how they have a good community presence that helps support local groups.

Council member Pokrzywinski commented on the flood control system which is the envy of other communities; that this firm is in the community but can tap into other resources within the firm, and how they have been put through the meat grinder with the waste water project but have saved the City money in the process. He stated that there are reasons to be vigilant but that the City is still getting a good deal so he didn't see a reason not to renew. Discussion followed regarding if this item should be brought back to a work session for further discussion or if it should be included on the next agenda to be voted on. Council President Olstad asked for the Council to vote on a contract with WSN at that next meeting with the addition of an engineering committee. More discussion followed about how the votes hadn't changed from the previous vote.

This item will be referred to a City Council Meeting for action.

3. Joint Powers Agreement with DNR – David Murphy

Mr. Murphy informed the Council the City had received the joint powers agreement from the Minnesota Department of Natural Resources (DNR) for the next five seasons at the campground. He stated the agreement contained information and rates that were agreed upon by both the City and the DNR. He reviewed items that were covered by rates such as mowing and tree trimming and that there would be a sharing of the revenue after all expenses were paid with 50% going to the DNR and 50% going to the City. He added that this was basically a continuation of the previous year's contract.

Mayor Stauss stated that he had met with the DNR earlier in the day and that he is not in total agreement with the 50/50 split with the City running everything and suggested since the City takes care of the park that it should be 60/40. He said that he could agree to keep it 50/50 if the DNR takes care of other things that need to be addressed such as the seal coat on the roads in the campground. He added that the DNR representatives told him that the City would have the ability to add a \$2 fee per stay to the camp sites and how the items the City was requesting were legitimate items. Mayor Stauss suggested extending the contract for one year which would allow time for the City and the DNR to work out the other issues.

Council member DeMers said he agreed with the items that were asked for and if the City should ask for a shelter also. Mayor Stauss said that was also something that was discussed and if the shelter could also incorporate an interpretive center so it was dual purpose. Discussion followed about how items not included or referenced in the agreement will have to be discussed and agreed upon prior to any action being taken because if it is deemed unwarranted it may not be reimbursed. More discussion followed about how any changes to the agreement will have to go through the chain of command of the DNR and

how more than likely the City won't be reimbursed for past projects. Mayor Stauss suggested again to see if the City could move forward with a one year contract and work on the other items but that receiving \$30,000 is better than getting nothing.

4. Down Town Banner Discussion – David Murphy

Mayor Stauss explained how there were bigger pipes used in the down town area to be able to hold up decorations to help beautify the City. He informed the Council on how he or people in the office helped pick out the banners, how he had picked out the banners announcing the 125th Celebration, and how they could continue to keep decorative banners in the down town area. Council member Tweten commented how there were many places to put up banners. He asked to have a committee made up of City Council, City staff, and Water and Light Staff meet with Northland Community and Technical College about getting banners put up along Highway 220 and Highway 2. He asked to have this tabled until the committee was able to meet. Mayor Stauss commented how it will take time to get banners and suggested putting up the banners the City currently has. Council member DeMers commented how he has like the banners in the past, how Sacred Heart was able to have banners put up in their area for their event, and that they paid for them. He added he didn't have a problem with Northland putting up banners as long as they pay for them. Discussion followed about how the banners the City currently has will be put up in the down town area and that the committee will meet about the Northland banners.

5. Request for Office Intern – David Murphy

Mr. Murphy stated there was a budget for an intern and that he does have a candidate for the position. He stated the candidate was Alexander Albert; that he would be graduating this May, and would be available to work after that. He explained that he will need to look in to how much the intern can be paid and how long he can work due to recent changes from the Affordable Care Act. Council member Buckalew asked what pay grade this person would be placed at. Mr. Murphy said this person wouldn't be placed on a grade and more than likely paid a similar rate of \$14 per hour like other interns have been.

This item will be referred to a City Council Meeting for action.

6. Proposed Changes to Park & Rec Fees – Dave Aker/Mark Dragich

Mr. Dragich informed the Council about changes to the fees for spring activities because of online registration. He explained that online registration is the norm these days and with one less staff member this has helped to keep things manageable. He explained that the change in fees is to cover the costs of the online registration. Mayor Stauss asked if there was a different rate for a family that had three or more kids in programs. Mr. Dragich explained how they discounted programs in the past if participants were signed up for multiple programs. He added that they are still discounting programs but it would be 25% per activity and how the fees are very affordable. Mayor Stauss said he agreed and asked if they would work with a family if necessary. Mr. Dragich said they would.

Council member DeMers stated that he supported the shift to the online registrations but that he had two concerns. He said he that he appreciated the raise in fees was related to something specific. He then asked if the new rates were already in place on the website. Mr. Dragich said they were. Council

member DeMers stated that this should have come before the Council prior to the new rates being implemented. He also asked to have the registration website be more incorporated with the City website. Discussion followed about how they are currently linked.

This item will be referred to a City Council Meeting for action.

7. Request to Repair Air Handlers – Jason Stordahl

Mr. Stordahl informed the Council that there are two air exchangers in the Public Works building that are not functioning properly. He explained that he requested quotes from two different vendors, that there is \$37,000 available in the Capital Improvement Plan, and that he was recommending to have both air handlers be repaired by Johnson Controls and Eagle Electric.

This item will be referred to a City Council Meeting for action.

8. MNDOT Agreement – Jason Stordahl

Mr. Stordahl informed the Council that the City currently has an agreement with the Minnesota Department of Transportation (MNDOT) for snow and ice removal services and that this agreement didn't expire until 2017. He explained that MNDOT asked to amend the contract to include street maintenance such as crack sealing, repairing pot holes, and sweeping. Mr. Stordahl explained the City already does things like this, that they would now be receiving funds for these items, and after reviewing the numbers the rates were acceptable. He asked for approval of the agreement. Mr. Galstad asked if they would be receiving a lump sum. Mr. Stordahl said they were.

This item will be referred to a City Council Meeting for action.

9. Hiring Register – Mike Hedlund

Mr. Hedlund informed the Council that the police department has been fully staffed for some time but soon they are going to have an opening. He asked to start the hiring process so they can fill the position as soon as possible. There were no questions.

This item will be referred to a City Council Meeting for action.

10. 2016 Classic Car Show – Megan Nelson

Ms. Nelson informed the Council an application had been received from the same group that had the car shows in the parking lot by the Blue Moose last summer on Wednesday evenings. She stated that the Administration Office was not told of any issues or concerns about the car shows that had been held the previous year. She added that they would like to hold them again on Wednesday evenings and recommended if there weren't any concerns or issues to approve the application at the next meeting. There were no questions.

This item will be referred to a City Council Meeting for action.

11. Other

Mayor Stauss stated that he was going to veto the 6-1 vote that was in favor of charging sewer that was not used. He said that he was a believer in the City helping when they can and that this was an opportunity to help. He added that they used the water, they should pay for the water, but since this was for a rink he didn't believe the entire sewer rates should be charged since a large portion of the water didn't enter the sewer. He asked the Council to make a policy addressing this issue so residents would not be charged for sewage on the water they use to make an ice rink. Council member DeMers commented that he was not opposed to addressing the issue but wanted to make the policy first because there might be other items that would need to be addressed. Discussion followed about if this could be vetoed.

Council member Pokrzywinski told the Council that the EDA Board was continuing their efforts to sell residential lots. He stated that he wanted to inform the Council the EDA Board will be looking into contracting with the Board of Realtors but it could add an additional \$3000 to each lot or possibly add a surcharge with the sale of the lot. He added that this was a possibility and that this item will be on the agenda for the next EDA Board meeting. Council member Tweten said he would be against this and the best thing to do would be not to increase the cost of the lots. He added how they just started a program and to see how things go.

Mr. Galstad commented how agencies were becoming more aggressive since the issues with the drinking water in Flint Michigan. He explained how the Water and Light Department was working on standards for the watermain replacement project that is scheduled to take place this year. He reviewed the process they are putting in place about testing the water and looking for lead pipes. He stated that if a home owner has a lead pipe leading to their homes they will be notified so it can be replaced. He explained how the Water and Light would help with the financing if needed of the replacement of the lead pipes and the amount could then be assessed against the property but that would have to be done by the City. He stated they are still putting the information together for this, that it will eventually be brought forward, and that the Water and Light Department is trying to get ahead of this issue. Discussion followed about how many homes may have pipes that need to be replaced, how the water will be tested before and after the new watermain is put in, and that the entire process will be documented for each residence involved.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER TWETEN, SECONDED BY COUNCIL MEMBER DEMERS, TO ADJOURN THE APRIL 12, 2016 WORK SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 6:38 P.M.

Voting Aye: DeMers, Vetter, Pokrzywinski, Buckalew, Tweten, Olstad, and Grassel.

Voting Nay: None.

David Murphy, City Administrator/Clerk-Treasurer

**MINUTE SUMMARY
OF THE CITY
COUNCIL CLOSED MEETING
CITY OF EAST GRAND FORKS
TUESDAY, APRIL 12, 2015 – Following the Work Session**

CALL TO ORDER:

The Closed Session of the East Grand Forks City Council for April 12, 2016 was called to order by Council Vice-President Chad Grassel at 6:41 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Lynn Stauss, Council President Mark Olstad, Council Vice-President Chad Grassel, Council Members Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Ron Galstad, City Attorney; David Murphy, City Administrator; and Megan Nelson, Executive Assistant.

DETERMINATION OF A QUORUM:

The Council Vice-President Determined a Quorum was present

1. Closed Session pursuant to MN Statute 13D.05 Sub 3(a) for evaluate the performance of Patrol Officer Scott Jordheim.

A MOTION WAS MADE BY COUNCIL MEMBER BUCKALEW, SECONDED BY COUNCIL MEMBER VETTER, TO MOVE INTO CLOSE SESSION.

Voting Aye: DeMers, Vetter, Pokrzywinski, Buckalew, Tweten, Olstad, and Grassel.

Voting Nay: None.

Discussion took place regarding Officer Jordheim's job performance.

A MOTION WAS MADE BY COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, TO RECESS THE CLOSED SESSION OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL UNTIL TUESDAY, APRIL 19, 2016 BEGINNING AT 6:01 PM.

Voting Aye: DeMers, Vetter, Pokrzywinski, Buckalew, Tweten, Olstad, and Grassel.

Voting Nay: None.

David Murphy, City Administrator/Clerk-Treasurer



City of East Grand Forks

600 DeMers Ave · P.O. Box 373 · East Grand Forks, MN 56721
218-773-2483 · 218-773-9728 fax www.eastgrandforks.net

APPLICATION FOR SPECIAL EVENT

License Fee: _____

Organization Information			
<u>EAST SIDE RIDES CLASSIC CAR CLUB</u>		<u>701-330-0526</u>	
Organization Name		Organization Phone Number	
<u>2543 ST. ANDREWS DRIVE</u>		<u>E. GRAND FORKS</u>	<u>MN 56721</u>
Organization Address		City	State Zip

Applicant Information			
<u>CHAD FROST</u>		<u>701-330-0526</u>	
Applicant Name		Applicant Phone Number	
<u>'' ''</u>		<u>''</u>	<u>''</u>
Applicant Address		City	State Zip

Special Event Information		
<u>EVERY WEDNESDAY</u>	<u>5:30 PM</u>	<u>8:00 PM</u>
Date of Event	Start Time	End Time
<u>WEEKLY SUMMER CAR SHOW TO ALLOW EGF/GE CLASSIC CAR OWNERS TO SHOW THEIR AUTOMOBILES TO THE PUBLIC</u>		
Explanation of Event		
Route/Area of Event (include map)		
<u>PUBLIC PARKING ; WEST SIDE OF DEMERS AVE ON THE WEST SIDE OF DYKE ; PARKING RESERVED FOR CLASSIC CARS</u>		
Special Requests (Staff, Road Closures, Etc)		

I hereby certify that I have completely filled out the entire above application, together and that the application is true, correct, and accurate.

Chad Frost
Signature of Applicant

4/5/16
Date

CHAD R FROST
Print Name

CLUB PRESIDENT
Title

**East Side Rides Car Club Weekly Show Proposal
to the City Council of East Grand Forks, MN
4/5/2016**

Purpose: The East Side Rides Car Club would like to have a weekly car show in the back lot of the Blue Moose nearest their summer decks. The City of Grand Forks has two such weekly showings at the Culver's parking lot (Tuesdays) and the El Roco parking lot (Thursdays) and our car club would like to initiate the same type of set up in the EGF boardwalk area. The club would be able to show the cars to the public and enjoy the amenities and businesses of the EGF business district and the businesses would enjoy more traffic due to the showing of these classic automobiles during mid-week. The show is free of charge and members will supply the vehicles for the weekly showing. The East Side Car Club reserves the right to petition for new membership during this event and minimal club advertising will be utilized (Flyers or side walk removable signs).

Main Club Contacts: Chad Frost, Club President (701-330-0526); Kevan Rusk, Club VP (701-330-0887)

Request: The East Side Rides Classic Car club under city approval, sections off, free of charge, 24 parking spots per the map below every Wednesday from 5:30PM to 8:00PM for the show. The first show is planned for Wednesday, May 4th and the shows will end on September 7th, 2016.

Partnerships: 1) We have had preliminary discussions with all the businesses facing this city street and all have given their approval; 2) The City would partner with us to increase traffic for the downtown business area and campgrounds during the middle of the week in the summer and it would provide the benefit of a safe location for the Club members, who are primarily EGF residents, to show their vehicles and interact with other like collectors in the community.



Request for Council Action

Date: 03/21/2016

To: East Grand Forks City Council Mayor Lynn Stauss, President Mark Olstad, Council Members: Clarence Vetter, Henry Tweten, Craig Buckalew, Chad Grassel, Mike Pokrzywinski and Marc Demers

Cc: File

From: Michael S. Hedlund – Chief of Police

RE: Police Officer Hiring Request – Request to Start a New Hiring Register

Background: The East Grand Forks Police Department is requesting permission to start a new hiring process. While we do not currently have any openings we are projecting that we may have an opening in the relatively near future and we would like to minimize the amount of time that we are below full-strength by starting a new process. We would like to begin the process in the near future with a testing date in late Spring/early Summer 2015.

Recommendations: That the East Grand Forks City Council approve the start of a new hiring process/register.

Enclosures: None

Request for Council Action

Date: April 12, 2016

To: East Grand Forks City Council Mayor Lynn Stauss, President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

From: City Administrator David Murphy

RE: City Administration Intern.

Background

The City Budget has roughly \$6,000 available for an intern. A good candidate has been identified and I am in need of some assistance with the amount of projects and demands on my time that is occurring currently. A copy of Mr. Albert's resume is included with this agenda item.

There have been some recent changes to seasonal/temporary positions due to the Affordable Care Act and PERA regulations. We are working with the League of Minnesota Cities to guarantee that the time worked and pay received does not exceed the allowable limits.

Budget Impact

This is a budgeted item and I will not exceed the 2016 budgeted amount.

Action Required

Move Hiring of a Temporary City Administration Intern to the April 19 City Council Meeting for Approval.

Alexander Albert

Permanent Address: 3857 Kentucky Ave N. Crystal, MN

Current Address: 715 N 42nd St, Grand Forks, ND

612-790-3423

albert.alex11@gmail.com

EDUCATION

- University of North Dakota, Enrolled 2011 Grand Forks, ND
- Double Major in Public Administration and Spanish (Expected graduation date: May, 2016)
 - Minor in Political Science
- Robbinsdale Cooper High School, Graduated 2011 New Hope, MN

WORK EXPERIENCE

- Summer 2015-Present Target
Sales Floor Representative Grand Forks, ND
Push sales with guests, ensure successful completion of all safety policies and procedures, and work as a team to reach daily sales goals.
- Fall 2011-Spring 2015 University of North Dakota
Lab Supervisor Grand Forks, MN
Supervise students in seven labs across three buildings to ensure policies are being followed, fix industrial sized printers, restock and take inventory
- Spring 2014-Fall 2014 Natural Green
Landscape Management Maple Grove, MN
Plan and execute landscape management routes, collaborate with work team to achieve maximum efficiency, manage resources throughout route execution
- Spring 2013-Winter 2014 SuperAmerica
Customer Service Representative Golden Valley, MN
Answer customer questions, cashier duties, restock shelves, take inventory, maintain store cleanliness, and prepare food
- Spring 2012-Summer 2012 Valley Fair
Ride Operator Shakopee, MN
Create staff work and break schedules daily, operate heavy machinery, attend to guest concerns and questions

ACHIEVEMENTS/AWARDS

- Elected President of Kappa Sigma Fraternity, Delta-Mu chapter
- Elected Chief Judiciary Chair for pre-law society
- Elected Vice-President and Scribe of Kappa Sigma Fraternity, Delta-Mu chapter

SKILLS

- Fluent in Spanish
- First Aid, CPR, AED, Oxygen, and Lifeguarding Certifications

RESOLUTION NO. 16 – 04 - 40

A RESOLUTION DECLARING THAT THE CITY OF EAST GRAND FORKS ACT AS THE LEGAL SPONSOR FOR AN APPLICATION FOR THE FY 2016/2017 FUNDING TO THE STATE OF MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR THE TRAIL MAINTENANCE OF SNOWMOBILE TRAILS MANAGED BY THE RED RIVER SNOWMOBILE CLUB.

Council Member _____, supported by Council Member _____, introduced the following Resolution and moved its adoption:

BE IT RESOLVED, that City of East Grand Forks will act as the legal sponsor for an application for funding to the State of Minnesota Department of Natural Resources for maintenance of snowmobile/ski trails managed by the Red River Snowmobile Club.

BE IT FURTHER RESOLVED, that upon approval of its application by the state, the City of East Grand Forks may enter into an agreement with the State of Minnesota for the above referenced project and that it will comply with all applicable laws and regulations as stated in the agreement.

BE IT FURTHER RESOLVED, that City Administrator/Clerk-Treasurer, is hereby authorized to serve as the fiscal agent for the above referenced project.

Voting Aye:
Voting Nay:

The President declared the resolution passed.

Passed: April 19, 2016

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 19th of April, 2016.

Mayor

Request for Council Action

Date: 4-4-2016

To: East Grand Forks City Council Mayor Lynn Stauss, President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

From: Jason Stordahl-Public Works Director

RE: Air Handlers-Public Works Shop

Background: There are two air handlers in our Public Works shop area. These air handlers are supposed to exhaust inside air/fumes, and replenish the building with fresh outside air. At this time neither air handler is working properly.

We have requested proposals to repair from the following vendors:

<u>Johnson Controls</u>	\$14,460
-Eagle Electric	\$3,888 (electrical work)
-Total	\$18348
<u>R & D sales</u>	\$31,700 (includes electrical work)

We have budgeted \$37,700 for building repairs in our Capital Improvements Plan (Building Maintenance Fund), and are requesting authorization to have both air handlers repaired/improved.

Recommendation: Authorize Staff to have Johnson Controls and Eagle Electric repair/improve both air handlers at the Public Works building.

C:\Users\vmnelson\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\KQ64YLF\Air Handlers-Public Works Shop.docx

Proposal

Fargo Service Branch
2320 North 12th Street
Fargo, ND 58109-8250
Phone: 701-232-2609
Fax: 701-280-0787

TO: City of East Grand Forks
1001 2nd Street NE
East Grand Forks, MN 56721
Jeremy King

Date: February 18, 2016
Project: Maintenance Shop Controls
Proposal Ref: Maintenance Shop Controls

We propose to furnish the materials and/or perform the work described below for the net price of \$14,460

FOURTEEN THOUSAND FOUR HUNDRED AND SIXTY DOLLARS

For the above price this proposal includes:

Install new JCI electronic controllers for operation of two Air Handlers in the East Grand Forks Maintenance shop

This includes new damper actuators, heating valve actuators, and sensors for each Air Handler

This proposal includes Carbon Monoxide sensors for both shop areas. These sensors will activate the Air Handlers and associated exhaust fans to properly ventilate the area

This proposal includes new Humidity sensors. These sensors will activate the Air Handlers and associated exhaust fans to ventilate the area

The proposal includes taking control of existing hanging unit heaters and controlling them with the space temp sensors

The new Johnson Controls electronic controllers will have a display so any setpoint adjustment can be made on site.

This proposal includes demo of existing control system. This proposal does not include any electrical material or labor.

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until: Mar 28th, 2016



PO BOX 637
EAST GRAND FORKS, MN 56721
FAX: (218) 773-2203
EMAIL: eagle1980@midconetwork.com

DATE: 1/26/2016

PREPARED FOR:

City Of E.G.F
Street Department
Attn: Jeremy

RE:

Johnson Controls
Air Intake Systems, CO Detector
Systems and Boiler System Sensors

TERMS:

This quote was prepared by Jody Beauchamp and is guaranteed for a period of 30 days. Payment in full due within 30 days of job completion.

ESTIMATE FOR ELECTRICAL CONSTRUCTION FOR AIR INTAKE SYSTEMS, CO. DET. SYSTEMS AND BOILER SYSTEM SENSORS AS LISTED BELOW:

MAIN SHOP #1:

AIR INTAKE SYSTEM

- Install 1- $\frac{3}{4}$ " conduit raceway and others supplied low voltage control conductors, from new Johnson Controls equipment to listed equipment below:
 1. Boiler Hydronic valve
 2. Outside Air Damper
 3. Mixed Air Sensor
 4. Discharge Air Sensor
 5. Intake Air Damper
- Install 1- $\frac{3}{4}$ " conduit raceway and other supplied low voltage control conductors from new Johnson Control equipment to 2nd floor MCC room controller for communications between systems
- Demo existing low voltage control wiring and electrical actuator motors of existing air system

MAIN SHOP #1 & #2 CO Detector System

- Install 1- $\frac{3}{4}$ " conduit raceway and other supplied low voltage control conductors from new detector control unit in shop area to air handler controller in each shop
- Install 1- $\frac{3}{4}$ " conduit raceway and other supplied low voltage control conductors from new detector control unit to air handler motor starter in 2nd floor MCC room

BOILER SYSTEM OUTDOOR SENSOR

- Install 1- $\frac{1}{2}$ " conduit raceway and other supplied low voltage control conductors from 2nd floor boiler room to new Johnson Control equipment in Shop #1 and #2



Date: 3-23-16
16-EGF_CityShop-2

TO: City Shop
East Grand Forks, MN
FOR: Jeremy King
RE: City Shop Controls Upgrade

Office AHU-1:

- 1) Supply and install new Alerton Controller.
- 2) Supply and install new temperature sensors DAT, MAT, RAT.
- 3) Supply and install new Microset II wall stat/sensor.
- 4) Supply and install new network cabling.
- 5) Provide control logic program and screen graphics.

MAU-1:

- 1) Supply and install new Alerton Controller.
- 2) Supply and install new temperature sensors DAT, MAT.
- 3) Supply and install new wall plate area temperature sensor.
- 4) Supply and install new Damper Actuator
- 5) Supply and install new 3-way Control Valve
- 6) Supply and install new network cabling.
- 7) Provide control logic program and screen graphics.

MAU-2:

- 1) Supply and install new Alerton Controller.
- 2) Supply and install new temperature sensors DAT, MAT.
- 3) Supply and install new wall plate area temperature sensor.
- 4) Supply and install new wall mounted RH sensor.
- 5) Supply and install new Damper Actuator
- 6) Supply and install new 3-way Control Valve
- 7) Supply and install new network cabling.
- 8) Provide control logic program w/dehumidification and screen graphics.

PRV's:

- 1) Supply and install new Alerton Controller.
- 2) Supply and install new control relays.
- 3) Supply and install new network cabling.
- 4) Provide control logic program w/dehumidification and screen graphics.

Boiler Controls:

- 1) Supply and install new Alerton Controller.
- 2) Supply and install new temperature sensors HWS/HWR for each boiler.
- 3) Supply and install new outside air temperature sensor.
- 4) Supply and install new Pump Enable Relays
- 5) Supply and install new Pump Proof CT's
- 6) Supply and install new network cabling.
- 7) Provide control logic program and screen graphics.

Gas Monitors:

- 1) Supply and install four (4) new E3Point CO Bacnet Gas Detectors.
- 2) Supply and install four (4) new E3Point NO2 Bacnet Gas Detectors.
- 3) Supply and install new network and power cabling.
- 4) Provide control logic program and screen graphics.

Global Controller (BAS):

- 1) Supply and install new Alerton Bacnet Global controller (ACM) w/enclosure.
- 2) Supply and install new BAS Server.
- 3) Supply Alerton Compass, web-based graphics software w/Visio logic developer.
- 4) Supply USB memory stick for project backup storage media.
- 5) Supply and install UPS power backup for Compass server/ACM Global Controller
- 6) Supply and install Ethernet switch
- 7) Supply transformers and power supplies.
- 8) Provide screen graphics, trendlogs, alarm handlers, schedules, access credentials, remote access.

Base Bid Total: \$31,700.00 (removed from bid)

Extra Items:

- 1) Side stream filter system w/flow meters for each boiler system
ADD: \$2,211.00

- 2) Upgrade to MSA UltimaXA, CO and NO2 gas detectors.
ADD: \$9,625.00
Sensor Exchange Program: 1 Exchange \$1780/year plus freight
Sensor Exchange Program: 2 Exchange \$2980/year plus freight

Note:

Alerton Compass BAS will need three LAN IP address w/internet access.

Delivery: (at time of quote): 6 week lead time from delivery of PO

Terms: Net 30 days

Respectfully submitted,



Rocky C. Scheving **R&D Sales Inc.**

Request for Council Action

Date: 4-6-2016

To: East Grand Forks City Council Mayor Lynn Stauss, President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

From: Jason Stordahl-Public Works Director

RE: MNDOT Master Partnership Agreement

Background:

For many years the City has removed snow and ice for MNDOT, from the roadways of Demers Ave and Business Highway 2. Every few years the City renews their “maintenance agreement” with the State, so that we can receive funds for our services.

MNDOT is asking the City to enter into a new “maintenance agreement” (see enclosed) this year. If the City approves the agreement it would be effective as soon as all signatures are obtained, and would expire the summer of 2017.

Recommendation: Approve the State of Minnesota’s Master Partnership Contract (MnDOT agreement No 02218).

X the appropriate line
 Payable by State X
 Receivable by State _____

**STATE OF MINNESOTA
 WORK ORDER UNDER
 MASTER PARTNERSHIP CONTRACT**

State Project (SP):	N/A	Trunk Highway (TH):	Business T.H.2
Project Identification:	Routine maintenance on portions of MnDOT Trunk Highways within the City Limits of the City of East Grand Forks.		

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 02218 between the state of Minnesota acting through its Commissioner of Transportation (“State”) and the City of East Grand Forks, a political subdivision of the State of Minnesota (“Local Government”) and is subject to all applicable provisions and covenants of that Agreement which are incorporated herein by reference.

Work Order Contract

Article 1 Term of Work Order Contract; Incorporation of Exhibits:

- 1.1 Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Providing Agency must not begin work under this Contract until ALL required signatures have been obtained and the Providing Agency has been notified in writing to begin such work by the Requesting Agency’s Authorized Representative.
- 1.2 Expiration date: This Work Order Contract will expire on June 30, 2017 or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibit A attached and incorporated into this Work Order Contract.

Article 2 Nature of Work; Requesting and Providing Party:

- 2.1 X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
 _____ Construction Administration
 _____ Emergency Services
 _____ Professional/Technical Services
X _____ Roadway Maintenance
- 2.2 X the blanks below to indicate which party is the “Requesting Party” and which party is the “Providing Party”.
 2.2.1 The Requesting Party is: X State _____ Local Government
 2.2.2 The Providing Party is: _____ State X Local Government

Article 3 Scope of Work:

- 3.1 The City will perform routine maintenance of the following portions of the trunk highway system within the Corporate City limits:
 - a. On Business Trunk Highway No. 2 from the North Dakota – Minnesota State Line northeasterly and southeasterly to 5th Avenue Northeast, a total distance of 0.93 miles consisting of 1.86 lane

miles and a continuous center left turn lane from the North Dakota – Minnesota State line to 2nd Avenue Northeast for a distance of 0.66 miles for a grand total of 2.53 lane miles under Control Sections 6001 and 6015.

- 3.2 The fee set forth below is calculated by multiplying the City of East Grand Fork’s maintenance rate by the number of lane miles (2.53) comprised of the description in Article 3.1.a. The maintenance rate charged by the City of East Grand Forks is shown in Article 5.1 below.
- 3.3 The Providing Party will perform work in accordance with the “Standard Terms” contained in Exhibit A.

Article 4 Deliverables by the Providing Party:

- 4.1 Deliverables are the work products created or supplied by the Providing Party pursuant to the terms of this Work Order. The detailed summary of the deliverables for this work order are as follows:

Deliverable	Description	Due Date
Labor and Equipment	Snow and Ice Removal	As needed
Labor and Equipment	All necessary preventative maintenance, such as proper and timely crack sealing of the surface, restoration of utility openings, and all necessary patching of the roadbed.	As needed
Labor and Equipment	Maintain the roadside vegetation and landscaping in a neat and orderly fashion by mowing, trimming, and providing for noxious weed control according to Minnesota Statutes § 160.23.	As needed
Labor and Equipment	Keep the traveled roadway free and clear of ice, snow, litter, debris, and any other foreign matter of any nature.	As needed

Article 5 Consideration of Payment:

- 5.1 The State’s payment to the City for this work performed will be based on the number of lane miles times the dollar value to be paid per lane mile per Fiscal Year. The Fiscal Years for the state are July 1 through June 30. The Requesting Party will pay for all services performed by the Providing Party on a lump sum cost reimbursement basis as follows:

Description	Calculation	Cost
Routine Maintenance for FY 2016	2.53 lane miles x \$3,330.89 per lane mile	\$8,427.15
Routine Maintenance for FY 2017	2.53 lane miles x \$3,430.81 per lane mile	\$8,679.96
MnDOT's Total Obligation:		\$17,107.11

Article 6 Terms of Payment:

- 6.1 The Requesting Party will pay the Providing Party upon receipt and approval of an invoice for eligible costs. The Providing Party will submit signed invoices, and the signature will attest that the services have actually been performed, and that the claimed amounts have not been previously claimed or paid. Upon request of the Requesting Party, the Providing Party must provide documentation showing the actual costs incurred.

Invoices will be submitted to:

Name: Joel Leas
 Title: Transportation Materials Supervisor
 Name of Local Government: Minnesota Department of Transportation
 Street Address: 1320 Sunflower Street
 City, State Zip: Crookston, MN. 56716
 Phone: 218-277-7956

Article 7 Local Government’s Project Manager:

7.1 The Local Government’s Project Manager for this Work Order is:

Name: David Murphy (or successor)
Title: City Administrator
Name of Local Government: City of East Grand Forks
Street Address: City Hall, 600 DeMers Avenue
City, State Zip: East Grand Forks, Mn. 56521
Phone: 218-773-2483
Email Address: dmurphy@egf.mn

7.2 The Local Government ’s Project Manager for this Work Order is responsible for overseeing the Local Government ’s fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

Article 8 State’s Project Manager:

8.1 The State’s Project Manager, for this Work Order is:

Name: David Larson
Title: District 2 Southwest Subarea Supervisor
Name of Local Government: MnDOT
Street Address: 1320 Sunflower Street
City, State Zip: Crookston, MN. 56716
Phone: 218-277-7956
Email Address: david.a.larson@state.mn.us

8.2 The State’s Project Manager is responsible for overseeing the State’s fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

Article 9 Termination.

9.1 Termination by the State or Local Government. The Local Government, the State or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days’ written notice to the other Party. Upon termination, the Providing Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

9.2 Termination for Insufficient Funding. If the State is the Requesting Party, The State may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State’s receiving that notice.

Article 10 Additional Provisions

None

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LOCAL GOVERNMENT

The local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: District Engineer

Date _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

By: _____

Date: _____

SWIFT
Contract # _____

SWIFT
PO # _____

COMMISSIONER OF ADMINISTRATION

By: _____

Title: _____

Date _____

EXHIBIT A – STANDARD TERMS

1. The Providing Party will perform roadway maintenance in accordance with the specifications and guidelines in the current “MnDOT Maintenance Manual”
2. Unless otherwise provided in this Work Order, the Providing Party is not required to perform extraordinary maintenance or reconstruction. The Providing Party should notify the Requesting Party immediately if it becomes aware of any maintenance, not covered by this Work Order that should be addressed immediately to prevent the risk of serious injury to the public.
3. The Providing Party will perform traffic control in accordance with Minnesota Manual on Uniform Traffic Control Devices.

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT**

This agreement is between the State of Minnesota, acting through its Natural Resources, Division of Parks and Trails ("State") and City of East Grand Forks ("City").

Recitals

Under Minnesota Statutes §84.026 and § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of staff to provide operations and maintenance support for the Red River State Recreation Area.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* April 1, 2016, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties. The City of East Grand Forks, the "City" and the Minnesota Department of Natural Resources, Division of Parks and Trails "State" will cooperatively manage the Red River State Recreation Area. Management of the recreation area will comply with the standards and procedures listed below:

2.1 Management:

- 2.1.1 **Management Team:** The management team will include the City's recreation director and the State's park manager and district 2 recreation operations supervisor.
- 2.1.2 **Supervision:** The park manager will be the State's primary contact for daily maintenance and operations for the recreation area. The park manager will collaborate with and cooperatively manage the recreation area with the City's recreation director.
- 2.1.3 **Operations Oversight:** The State's district two recreation operations supervisor will be responsible for oversight of the recreation area operations. He/she will work with the park manager and the City's recreation director to implement the annual operations plan and budget, to ensure consistency with DNR policies and procedures and to resolve issues.

2.2 Operations:

- 2.2.1 **Operation Review:** Quarterly, the State will meet with the City to review issues and to inspect the grounds, structures and equipment to assure that the level of maintenance and operations is meeting state park standards.
- 2.2.2 **Reports:** The State and the City will be collaborate to provide annual reports that identifies, in detail, all expenditures and revenues collected, enforcement activities and unit accomplishments.
- 2.2.3 **Documents and Files:** Appropriate documents will be maintained by staff for the recreation area. When an accident happens an incident report will be filled out and appropriate documentation made. Time sheets will be maintained on all employees and receipts kept on any expenditures. All files, reports and correspondence generated in regards to operating and maintaining the Red River State Recreation Area are the property of the State.

- 2.2.4 Records for Payment: The City will maintain records of all expenditures for the operation and maintenance of the Red River State Recreation Area.
- 2.2.5 Standards: The Division of Parks and Trails has standards for mowing, garbage collection, cleaning, litter removal, and maintenance that will be required for the city to meet in the management and operations of the Red River State Recreation Area.
- 2.2.6 Nature Store Operations, Firewood and Ice: Nature Store merchandise, firewood, and ice will be acquired and sold in accordance with Division of Parks and Trails guidelines and procedures. Purchases of merchandise, wood, and ice shall be approved by the park manager and shall not be charged against the agreed upon payment to the City for the maintenance and operation of the recreation area. Receipts for sale of merchandise, firewood and ice will be revenue of the State and deposited in the appropriate account.
- 2.2.7 Inventory Control: Inventory of all merchandise and equipment will be documented at the start of the season and audited at closing. The City and State staff will do this inventory control together.
- 2.2.8 Equipment: All equipment that is part of the Department of Natural Resources (DNR) fleet program will be paid directly by the State and considered part of the approved budget for the operations of the unit. All equipment logs will be kept up to date for audit purposes.
- 2.2.9 Fleet and Equipment Utilization: The State and the City shall agree upon equipment to be used in the maintenance and operation of the recreation area. If the equipment used is the property of the state, the City will operate equipment in accordance with procedures stated in the DNR fleet policy and will pay standard fleet charges to the Department of Natural Resources Fleet program. In return, these charges may be reimbursed as costs for the operation of the unit under the operating agreement with DNR Parks. If the equipment used is property of the City, the City may bill that use to DNR as a cost of operating the unit. Those billings will be part of the acceptable expenses for which the City will receive payments, up to the amount approved in the annual budget. Use rates for City equipment will be determined by using the DNR fleet charges for like equipment.
- 2.2.10 Project Funds: The Red River State Recreation Area shall be eligible for project funding (Nature Store funds, bonding, other sources) in the same manner as other parks and recreation areas are eligible for them. The City, through its recreation director and the State, through its park manager will collaborate to submit project proposals. Projects will be submitted through the Division of Parks and Trails District Operations Supervisor where they will be evaluated and prioritized for funding. Funded projects will be in addition to, and not count against, the agreed upon payment to the City for the maintenance and operation of the recreation area.
- 2.2.11 Seasonal Staff: The City will hire the seasonal staff needed to operate and maintain the recreation area. If requested by the State or the City, the park manager will be involved in the interviews and selection of the seasonal staff. Staff will conduct themselves professionally and will comply with the DNR Uniform Policy.
- 2.2.12 Training: Staff will be trained by both the State and the City. State parks will train staff in the reservation system, point of sale, rules and regulations, reporting, guidelines and procedures. Staff will attend State Parks and Trails spring training. The City will be responsible for additional training such as safety procedures, equipment, grounds, and facility maintenance. Training requirements and completion list for employees will be developed cooperatively between the State and the City.
- 2.2.13 Liability for volunteers: The city may recruit and utilize volunteers for duties of the recreation area, at their discretion. Volunteers working at the recreation area, who have completed the DNR volunteer form and been approved by DNR, will be DNR volunteers and DNR will be responsible for worker's compensation and liability related to their use, as long as they are working at tasks and under conditions

that are approved. Volunteers that have not completed DNR forms and who have not been approved by DNR, or are working at tasks or in conditions that have not been approved by DNR, shall be considered as volunteers for the City.

2.2.14 Hours of Operation: The recreation area will be open from 8:00 a.m. to 10:00 p.m. each day. Office hours and staffing levels will be identified as part of the annual budget and staffing plan. The operating season will be identified as part of the annual budget and staffing plan. The City will monitor the unit during the off-season, reporting any problems to the department.

2.2.15 Rules and Regulations: The recreation area will be managed in accordance with the rules and regulations for state parks Chapter 6100.0100 to 6100.2400. Additional restrictions may be added to meet City ordinances and laws.

2.2.16 Fees and Permits: The state park vehicle permits will be required as per M.S. 85.053. All fees and sales must comply with state park procedures and guidelines and be approved by the State. All sales and money must be deposited according to operational procedures and will be audited by the State at the end of the season and periodically throughout the season. All money collected is the revenue of the State of Minnesota.

2.2.17 Special Events: Special events will follow the Department of Natural Resources' special event policy and guidelines. All special events need to be approved by the State.

2.2.18 Public Involvement: The City and the State will coordinate with the community on representing the Red River State Recreation Area during special events, Friends of the Greenway meetings and at the Greenway Recreation Technical meetings.

2.2.19 Natural Disasters: The costs of large-scale damage from flooding, wind storms and other natural disasters will be funded separately from the maintenance and operation funds paid to the City for the Red River State Recreation area. Damage assessment and repair will be the responsibility of State unless otherwise agreed to by the City and DNR. Repairs of disaster damages, which the City may wish to accomplish on behalf of DNR, must be approved by DNR prior to being done.

2.3 Annual Operations Plan and Operating Budget

2.3.1 The management team will develop the annual operations plan and budget by November 30th of each year. The annual operations plan and budget will cover the next calendar year operations.

2.3.2 The annual operations plan and operating budget will be reviewed and approved by the joint powers agreement authorized representatives for the City and the State by December 31st of each year.

2.3.3 The annual operations plan will identify the services and seasons to be provided at the recreation area. It will include maintenance and customer service standards and staffing levels.

2.3.4 The operating budget will include expenses for the operation and maintenance of the recreation area including, but not limited to staffing, equipment, utilities, services and repairs. The budget will include administrative and technical support provided by the State and the City.

2.3.4.1 The budget will identify expenses to be paid by the City and by the State.

2.3.4.2 All budgeted expenses will be reviewed during quarterly operations review and reconciled at the annual budget review.

2.3.5 The budget will include administrative and technical support provided by the State and the City.

2.3.5.1 State expenses:

2.3.5.1.1 Department support including information technology, communications and outreach, business office and human resources, training and safety. Departmental support charges will be calculated at 7 percent of previous year total revenue.

2.3.5.1.2 Facility maintenance assessment (FMA) charges will be based on actual charges assessed for building square footage. (FMA) fees cover the cost of maintenance, repair and rehabilitation of buildings.

- 2.3.5.1.3 Division support including central office and regional office support such as interpretation, resource management, supervision, communications and outreach, marketing, reservation system and revenue reporting and auditing. Division support charges will be calculated at 3 percent of previous year total revenue.
- 2.3.5.1.4 Park manager salary – actual cost based on documented payroll expenses (wages, benefits, unemployment compensation).
- 2.3.5.2 City administrative support expenses that directly support operations and maintenance of the recreation will be calculated as 10 percent of expenses paid by the City.
- 2.3.6 Expenses not included in the annual operating budget approved by the State and City during annual budget development (Section 2.3.4 & 2.3.5); must reviewed and approved in writing by both parties before being authorized expenses.

3 Payment

- 3.1 Expenditure Reimbursement. The State agrees to reimburse the City for the operations and maintenance services provided for the operation of the Red River State Recreation Area based the operating budget as defined in section 2.3. The payments will be made in three installments.
 - 3.1.1 The first payment, not to exceed \$50,000, will be made on June 30 of each year.
 - 3.1.2 The second payment, not to exceed \$50,000 will be paid on July 30, of each year.
 - 3.1.3 The third payment will be paid on or before December 31 of each year. The final payment will be for the balance due for operations and maintenance services provided. All payments must be supported by actual expenditures equal to the amount requested in the reimbursement.
- 3.2 Revenue Sharing. The State agrees to pay the City fifty (50) percent of the net operating revenue based on calendar year revenue. The State will calculate revenue sharing after all expenditure reimbursement requests are approved and paid as provided in section 3.1. The City will submit a separate invoice for revenue sharing payment.
 - 3.2.1 Revenue collection and reporting will be completed using the State's reservation and point of sale system.
 - 3.2.2 Net operating revenue is calculated by subtracting operating budget expenses from eligible revenues.
 - 3.2.2.1 The following fees collected at the recreation area are considered eligible for the purpose of determining revenue sharing: camping fees, camping service charges (electricity, sewer, water); picnic shelter rental fees, daily entrance permit fees, 1 percent of annual entrance permit fees. The percentage of annual entrance fees considered eligible represents the amount the fees represent of the total fees collected by the Division of Parks and Trails.
 - 3.2.2.2 The following fees collected at the recreation area are not considered eligible for the purposes of determining revenue sharing except as listed above: annual entrance permit fees, sales tax, reservation fees, firewood and ice fees, and gift card and souvenir revenue and any other miscellaneous fees.

The total obligation of the State under this agreement will not exceed \$1,250,000.

4 Authorized Representatives

The State's Authorized Representative is Gary Hoefft, Northwest Regional Parks & Trails Manager, 2115 Birchmont Beach Road, Bemidji, Minnesota; 218-308-2652, or his/her successor.
The City's Authorized Representative is David Murphy, City Administrator City of East Grand Forks, Minnesota or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The City may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors

in office.

- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the City. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6 Indemnification

In the performance of this contract by the City, or City's agents or employees, the City must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by City's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the City may have for the State's failure to fulfill its obligation under this contract.

7 State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

8 Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the City or the State.

If the City receives a request to release the data referred to in this Clause, the City must immediately notify the State. The State will give the City instructions concerning the release of the data to the requesting party before the data is released.

9 Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10 Termination

10.1 **Termination.** The State or the City may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the City notice of the lack of funding within a reasonable time of the State's receiving that notice.

11 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, City certifies that as of the date of services performed on behalf of the State, City and all its subCitys will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. City is responsible for collecting all subCity certifications and may do so utilizing the E-Verify SubCity Certification Form

available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subCity certifications must be kept on file with City and made available to the State upon request.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.

Signed: Art Kane

Date: 3/17/16

SWIFT Contract No. 17308

2. CITY PD 3-91304

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

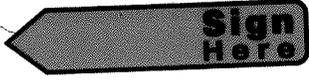
Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____



Distribution:
Agency
City
State's Authorized Representative - Photo Copy

Request for Council Action

Date: 4/14/16

To: East Grand Forks City Council Mayor Lynn Stauss, Council President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

From: Megan Nelson

RE: Ordinance 15, 4th Series – Johnson Annexation

There was a Scrivener's error or typographical error in the amended version of Ordinance 15, 4th Series. The township referenced in the ordinance was Huntsville Township and not Grand Forks Township which is where the property is located. Adopting this corrected version will correct the ordinance which then can be sent to the State to complete the annexation process.

It is recommended the City Council approves the corrected version of Ordinance 15, 4th Series.

ORDINANCE NO. 15 4th SERIES – AMENDED - CORRECTED

AN ORDINANCE OF THE CITY OF EAST GRAND FORKS, MINNESOTA, ANNEXING SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4SE1/4), SECTION TWENTY-SIX (26), TOWNSHIP ONE HUNDRED FIFTY-TWO (152) NORTH, RANGE FIFTY (50) WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, MINNESOTA.

THE CITY OF EAST GRAND FORKS ORDAINS:

Section 1. This annexation is being passed and adopted pursuant to the provisions of Minnesota Statute § 414.033 subd. 2 clause 3.

Section 2. Johnson Farms a North Dakota partnership petitioned the City requesting the City join in the request to annex the above described property into the City of East Grand Forks. Johnson Farms made said request as it has been approached by a developer that wants to build Multi-family housing units to accommodate the Northland Community and Technical College student population.

Section 3. The land abuts the City of East Grand Forks, is urban or suburban in character and is owned by the City and Johnson Farms.

Section 4. That the City Council has determined that it is the best interest of the City that said parcel is to be annexed into the City so that it can have access to all City utilities and services to the area for the multi-family housing development

Section 5. That the notice and public hearing requirements of Minnesota Statute § 414.033 subd. 2b have been provided and a public hearing was held on August 18, 2015.

Section 6. That Minnesota Statute § 414.033 subd. 3, does not control because it is appropriate for annexation under Minnesota Statute § 414.033 subd. 2, clause 3.

Section 7. That the area to be annexed is unplatted and unpopulated property.

Section 8. That electric utility service notice of Minnesota Statute § 414.033 subd. 13, is not applicable as there are no electrical services presently provided in the proposed area.

Section 9. The City hereby annexes the real property situated in the County of Polk, State of Minnesota, legally described as follows, to wit:

Southeast Quarter of the Southeast Quarter (SE1/4SE1/4), Section Twenty-six (26), Township One Hundred Fifty-two (152) North, Range Fifty (50) West of the Fifth Principal Meridian, Polk County, Minnesota containing approximately 40 acres.

Section 10. That said land is not in the floodplain or shoreland area.

Section 11. The City Administrator/Clerk Treasurer is hereby directed to file certified copies of this ordinance with the Chief Administrative law Judge, Municipal Boundary Adjustments Division of the state Office of Administrative Hearings (Minnesota Municipal Board), Grand Forks Township, Polk County Auditor, and the Minnesota Secretary of State. A copy of the annexation ordinance must be delivered immediately to the Polk County auditor upon approval of the chief administrative law judge.

Section 12. City Code Chapter 10 entitled Definitions and General Provisions Applicable to the Entire City Code Including Penalty for violation” is hereby adopted in its entirety, by reference, as repeated verbatim herein.

Section 13. This ordinance shall take effect and be in force from and after its passage and publication and be given number 15 4th Series, and after its approval by the Minnesota Municipal Board.

Voting Aye:

Voting Nay:

Absent:

The President declared the Ordinance passed.

ATTEST:

PASSED: April 19, 2016

Clerk-Administrator

President of Council

I hereby approve the foregoing Ordinance this 19th day of April, 2016.

Mayor

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held March 17, 2016 at 5:00 P.M.

Present: Loven, Grinde, Tweten

Absent: Quirk

It was moved by Commissioner Tweten seconded by Commissioner Grinde that the minutes of the previous meeting of March 3, 2016 be approved as read.

Voting Aye: Loven, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Grinde seconded by Commissioner Tweten to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of \$1,134,122.92.

Voting Aye: Loven, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Tweten seconded by Commissioner Grinde to authorize preparation of plans & specs for the 2016 Waterplant Roof Replacement Project.

Voting Aye: Loven, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Tweten seconded by Commissioner Grinde to approve the purchase of a Toro Groundmaster 4wd riding lawn mower for \$19,485 at the DSC.

Voting Aye: Loven, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Tweten seconded by Commissioner Grinde to approve the purchase of a 2016 4dr Ford F150 from Lithia Ford in the amount of \$28,460 to replace the 1994 Suburban at the DSC.

Voting Aye: Loven, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Grinde seconded by Commissioner Tweten to award the bids for the 2016 Electrical Equipment and Materials as recommended by the consulting engineer, KBM Inc. for a total amount of \$424,845.52.

Voting Aye: Loven, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Tweten seconded by Commissioner Grinde to approve the satisfactory completion of the six month probationary period and corresponding pay increase for Matthew Konze as Apprentice Lineman.

Voting Aye: Loven, Grinde, Tweten

Voting Nay: None

It was moved by Commissioner Grinde seconded by Commissioner Tweten to adjourn to the next regular meeting on April 7, 2016 at 5:00 P.M.

Voting Aye: Loven, Grinde, Tweten

Voting Nay: None

Lori Maloney
Secretary

RESOLUTION NO. 16 – 04 - 36

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

WHEREAS, Scott Richter, 1811 10th St SE, had a skating rink in his back yard this past winter;

WHEREAS, due to the increase in water use there was an increase to the sewage use since it is tied to water use; and

WHEREAS, Mr. Richter is requesting to have his sewage portion of the bill reduced to his average usage since majority of the water usage did not enter the sewage system; and

WHEREAS, the total amount of the sewage portion of the bill was \$146.25 and the average usage totals \$8.12; and

NOW THEREFORE BE IT RESOLVED, By the City Council of the City of East Grand Forks, Minnesota, agrees and authorizes the reduction of the sewage portion of the utility bill by \$138.13.

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: April 19, 2016

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 19th of April, 2016.

Mayor

RESOLUTION NO. 16 – 04 - 41

Council Member _____, supported by Council Member _____, introduced the following Resolution and moved its adoption:

WHEREAS, the Park and Recreation Department started online registrations for programs,

WHEREAS, there are additional charges for online registrations so it has been suggested for the fees to be increased to cover the additional cost, and

NOW THEREFORE BE IT RESOLVED the Council of the City of East Grand Forks adopts the fees and policy listed below for the 2016 season which will remain in effect until superseded.

<u>Activity</u>	<u>2015 Fee</u>	<u>2016 Fee</u>
<u>Baseball</u>		
Teeball 5-6 yrs old	\$55.00	\$60.00
Rookies 7-8 yrs old	\$90.00	\$95.00
Cal Ripken 9-12 yrs old	\$110.00	\$120.00
Babe Ruth 13-15 yrs old	\$135.00	\$145.00
<u>Softball</u>		
Kittens 6-8 yrs old	\$55.00	\$60.00
Foxes 9-10 yrs old	\$90.00	\$100.00
12U 11-12 yrs old	\$110.00	\$120.00
15U 13-15 yrs old	\$110.00	\$120.00
<u>Tennis</u>		
6-10 yrs old	\$60.00	\$65.00
11-18 yrs old	\$100.00	\$110.00
<u>Playground</u>		
6 – 10 yrs old	\$60.00	\$65.00

Polk County participants living outside of city limits add \$20 per registration
Any out-of-state participants pay double registration fees

25% Discount off of new fees for participants registering for multiple programs. Past years registrants paid full price for one program and received 50% discount on multiple programs.

Voting Aye:

Voting Nay:

The President declared the resolution passed.

Passed: April 19, 2016

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 19th of April, 2016.

Mayor

Request for Council Action

Date: April 19, 2016

To: East Grand Forks City Council Mayor Lynn Stauss, President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

From: City Administrator David Murphy

RE: Engineering Services.

Background

The City Council provided direction in Work Session for Mr. Boppre and I to prepare a 3-year contract between the City of East Grand Forks and Widseth, Smith & Nolting. The proposed contract is included in the packet. The items of note are as follows:

Exhibit A, Page II adds **Engineering Committee** to other general services.

Exhibit C, Page 1, C2.01.A.1., adds the phrasing **Staking/Inspection/Contract Administration not exceeded 6% as per Article 4 in this exhibit.**

Appendix I to Exhibit C outlines the hourly cost for the differing specialists employed by WSN for the years 2017-2019. The hourly costs average a 5% increase each year.

Budget Impact

The majority of the engineering costs incurred by the City are for specific projects.

Project cost breakdowns for non-State Aid projects are listed in Exhibit C, Page 1. The basic fee for non-State Aid projects varies by the cost of construction from 10% to 7% of construction costs for projects up to 10,000,000 and is negotiable for projects over \$10,000,000. Staking/Inspection/Contract Administration on the projects is in addition to the basic fee and is on an hourly basis, not to exceed 6% of construction costs.

State Aid project engineering fees are listed in Exhibit C, Pages 2-3. The basic fee for State Aid projects is 12% of construction costs plus Staking/Inspection/Contract Administration costs on an hourly basis not to exceed 10% of construction costs.

Action Required

Approval of Contract.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 1, 2017 ("Effective Date") between
City of East Grand Forks ("Owner") and
Widseth Smith Nolting & Associates ("Engineer").

Engage the Engineer to render certain technical or professional services hereinafter described in connection with all City and Special Assessment projects within the City of East Grand Forks, MN for the years 2017-2019

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer’s services, (b) the Work, (c) the performance of any Constructor, or (d) Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Invoices must include a breakdown of services provided. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and

other related charges. Owner waives any and all claims against Engineer for any such suspension.

- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and

skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

- B. *Technical Accuracy:* Owner may not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer may correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

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

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, 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, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer may jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the contract for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks

whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 Indemnification and Mutual Waiver

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability."
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Special Provisions.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of East Grand Forks

Engineer: Wiseth Smith Nolting & Associates

By: [Redacted]
Print name: Lynn Stauss
Title: Mayor
Date Signed: [Redacted]

By: 
Print name: Greg Boppre
Title: Office Manager
Date Signed: [Redacted] 4/14/16

Engineer License or Firm's Certificate No. (if required):
19171
State of: MN

Address for Owner's receipt of notices:
600 Demers Ave
East Grand Forks, MN 56721

Address for Engineer's receipt of notices:
1600 Central Ave NE
East Grand Forks, MN 56721

Designated Representative (Paragraph 8.03.A):
David Murphy
Title: City Administrator
Phone Number: 218-773-2483
E-Mail Address: dmurphy@egf.mn

Designated Representative (Paragraph 8.03.A):
Greg Boppre
Title: Office Manager
Phone Number: 218-773-5672
E-Mail Address: Greg.boppre@wsn.us.com

This is **EXHIBIT A**, consisting of 16 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 04-19-2016.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

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

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of

information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
 13. Furnish 2 review copies of the Report and any other Study and Report Phase deliverables to Owner within 30 days of the Effective Date and review it with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.
- C. Owner shall pay Engineer for the Study and Report phase at the Standard Hourly Rates for each billing class.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable 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.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. 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.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. 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.
8. 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, 2013 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.
9. Furnish 2 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 30 days of authorization to proceed with this phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
10. 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 2 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 days after receipt of Owner's comments.

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- B. 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.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
 - 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 - 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 - 3. 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.
 - 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 - 5. 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.
 - 6. 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.
 - 7. 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.
 - 8. 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.
 - 9. Perform or provide the following other Final Design Phase tasks or deliverables:

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10. Furnish for review by Owner, its legal counsel, and other advisors, 2 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, within 30 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. 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 2 final copies of such documents to Owner within 30 days after receipt of Owner's comments and instructions.
- B. 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 and all final design phase deliverables have been accepted by Owner.
 - C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
 - D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is negotiable.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled 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.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. 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.
 6. Attend the bid opening, 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.
 7. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 8. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: Upon award of the Construction Contract, the Engineer shall furnish to Owner three executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *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 (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this 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.

Exhibit A – Engineer's Services

2. *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 in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Staking*: Provide the services of a survey crew to assist the Engineer.
4. *Selection of Independent Testing Laboratory*: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01. Testing shall not be included in the Engineer's percentages of reimbursement.
5. *Pre-Construction Conference*: Participate in and chair a pre-construction conference prior to commencement of Work at the Site.
6. *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.
7. *Original Documents*: Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
8. *Schedules*: Receive, review, and 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.
9. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
10. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
 - a. 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 this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on

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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.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to 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.
11. *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.
 12. *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.
 13. *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.
 14. *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

Exhibit A – Engineer's Services

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.

15. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
16. *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.
17. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
18. *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.
19. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
20. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining 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.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
21. *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

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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.

22. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

23. *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

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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.

25. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

a. Such other general services, such as the following:

- 1) Meetings – TAC, Utility Meetings
- 2) Department Head Requests
- 3) Review of site plans for conformance with design guidelines (sidewalks, ROW, utilities and storm sewer)
- 4) Engineering committee

**Council and Water & Light meetings are a service of the consulting firm and are not billable under this agreement.

26. *Final Notice of Acceptability of the Work:* Conduct a final visit to the 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 E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

27. *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.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

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required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 - 1. 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.
 - 2. 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.
 - 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 - 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 - 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted

subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, but only if the Owner's request is made after completion of the Study and Report Phase.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services, such as testing services as required.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

Exhibit A – Engineer's Services

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12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. 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.
17. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
18. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
19. Preparation of operation, maintenance, and staffing manuals.
20. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
21. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
22. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
23. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
24. Overtime work requiring higher than regular rates.

Exhibit A – Engineer's Services

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25. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
26. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
27. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
28. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

Exhibit A – Engineer's Services

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
9. Engineer shall submit one (1) set of record drawings, once the project is complete.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 04-19-2016.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), 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. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Exhibit B – Owner's Responsibilities

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This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 04-19-2016.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-3: Basic Services – Percentage of Construction Cost

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative, Staking and Construction Administrative) – Percentage of Construction Cost Method of Payment.*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, Staking and Construction Administrative if any, as follows:

1. *General:* An amount equal to a percentage of the Construction Cost.

<u>COST OF CONSTRUCTION</u>	<u>BASIC FEE</u>
A. \$ to \$50,000	10% or negotiated
B. \$50,000 to \$150,000	10%
C. \$150,000 to \$500,000	9%
E. \$500,000 to \$5,000,000	8%
F. \$5,000,000 to 10,000,000	7%
G. \$10,000,000 and Greater	Negotiable

Staking/Inspection/Contract Administration not exceeded 6% as per article 4 in this exhibit.

- a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
- b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
- c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost.
- d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.

- e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
2. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for reimbursable expenses):
 3. *Progress Payments:*
 - a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
 - b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Study and Report Phase	0%
Preliminary Design Phase	25%
Final Design Phase	25%
Bidding or Negotiating Phase	45%
Post-Construction Phase	5%
	100%

- c. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.
4. Resident Project Representative (RPR), Construction Staking (S) and Construction Administration (CA) and Construction.

It is understood that these services provided compensation for inspection, staking, and Construction Administration shall not exceed 6% (six percent) of the construction cost, unless otherwise negotiated between Owner and Engineer. **The Engineer shall notify the owner when the RPR, S and CA reaches 75% of the 6% maximum of the construction cost.** Compensation for inspection, staking and construction administration for state aid and federal projects is limited to 22% (twenty-two percent) of the construction cost.

Plans and Specifications	12%
Staking/Inspection/Contract Administration	<u>10%</u>
	22%

Also, for State Aid and Federal projects, Engineer must perform labor compliance in accordance with State and Federal guidelines. This work shall be completed by the hour and not included in the above percentages.

5. Special Assessment Projects

The Owner shall compensate the Engineer one percent (1%) of the Actual Construction Cost, for preparation of the Special Assessment.

Also, see Exhibit J for additional responsibilities

**COMPENSATION PACKET RPR-3:
Resident Project Representative – Percentage of Construction Cost**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 *Compensation for Resident Project Representative Basic Services – Percentage of Construction Cost Method of Payment, by hourly rates not to exceed 6% of construction cost.*

A. Owner shall pay Engineer for:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A of the Agreement, an amount not to exceed 6 percent of the Construction Cost. This amount includes compensation for Resident Project Representative's services, and those of any assistants to the Resident Project Representative. The percentage of Construction Cost noted herein accounts for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer.
 - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not Bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer's most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract price on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following RPR Reimbursable Expenses (see Appendix 1 for rates or charges)

Exhibit C – Compensation Packet RPR-3: Resident Project Representative Basic Services –
Percentage of Construction Cost Method of Payment.

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**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of 1-1-16) to reflect equitable changes in the compensation payable to Engineer. Changes will not be effective unless and until concurred in by the Owner.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.

Exhibit C – Compensation Packet AS-1: Additional Services –
Standard Hourly Rates Method of Payment.

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at no cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated 04-19-2016.

Initial:

OWNER
ENGINEER

STANDARD HOURLY RATES SCHEDULE

Current agreements for engineering services stipulate that the standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services performed on the date of the Agreement are:

PERSONNEL	2017	2018	2019
Engineer V, Architect V, Land Surveyor V, Scientist V	\$150.00	\$160.00	\$170.00
Engineer IV, Architect IV, Land Surveyor IV, Scientist IV, Project Manager IV	\$140.00	\$150.00	\$160.00
Engineer III, Architect III, Land Surveyor III, Scientist III, Project Manager III, Landscape Architect III	\$130.00	\$136.00	\$142.00
Engineer II, Architect II, Land Surveyor II, Scientist II, Project Manager II, Geographer II	\$110.00	\$115.00	\$120.00
Engineer I, Architect I, Land Surveyor I, Scientist I	\$86.00	\$90.00	\$95.00
Computer Systems Specialist	\$125.00	\$131.00	\$138.00
Senior Funding Specialist.....	\$100.00	\$105.00	\$110.00
Funding Specialist	\$80.00	\$84.00	\$88.00
Technician V	\$110.00	\$115.00	\$120.00
Technician IV	\$104.00	\$109.00	\$114.00
Technician III	\$85.00	\$90.00	\$95.00
Technician II	\$70.00	\$74.00	\$78.00
Technician I.....	\$58.00	\$61.00	\$64.00
Administrative Assistant	\$48.00	\$50.00	\$53.00

CHARGEABLE EXPENSES

Mileage (Federal State Rate) subject to change	\$.575/mile
Meals/Lodging	Cost
Stakes & Expendable Materials.....	Cost
Waste Water Sampler	\$40.00/Day
ISCO Flow Recorder.....	\$60.00/Day
Photoionization Detection Meter.....	\$80.00/Day
Explosimeter.....	\$50.00/Day
Product Recovery Equipment.....	\$35.00/Day
Survey-Grade GPS (Global Positioning System)	\$75.00/Hour
Mapping GPS (Global Positioning System).....	\$150.00/Day
Soil Drilling Rig	\$35.00/Hour
Ground Water Sampling Equipment	\$75.00/Day

All Accounts due and payable within 30 days of billing. A finance charge is computed on a periodic rate of 1% per month which is an annual percentage rate of 12% on any previous balance not paid within 30 days.

These rates are effective for the years indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 04-19-2016.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. 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.

- B. 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 Exhibit A, Paragraph A1.05, of this Agreement are applicable.

- C. The duties and responsibilities of the RPR are as follows:
 - 1. *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.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

Exhibit D - Resident Project Representative.

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removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. 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, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

Exhibit D - Resident Project Representative.

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- d. 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.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. 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.
- b. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- c. 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.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

Exhibit D - Resident Project Representative.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 04-19-2016.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

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:

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 those who receive said Notice and rely thereon agree:

1. 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.
2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under 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.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the 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.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 04-19-2016.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$100,000.00
 - 2) Bodily injury by disease, each employee: \$500,000.00
 - 3) Bodily injury/disease, aggregate: \$100,000.00
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$3,000,000.00
 - 2) General Aggregate: \$3,000,000.00
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$1,000,000.00
 - 2) General Aggregate: \$2,000,000.00
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000.00
- f. Professional Liability --
 - 1) Each Claim Made \$2,000,000.00
 - 2) Annual Aggregate \$2,000,000.00
- g. Other (specify): \$[REDACTED]

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

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This is **EXHIBIT H**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 04-19-2016.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

A. Mediation:

1. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 04-19-2016.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.
-

This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 04-19-2016.

Special Provisions

- A. Special Assessment Policy
 - 1. The Report of Feasibility will be at no cost to the Owner.
 - 2. The reimbursement for plans and specifications will be as follows:
 - a. Normal city assessment project as per the percentages on page 1 of Exhibit C.
 - b. For State Aid or Federal Aid projects will be 12% of the construction cost.
 - 3. The reimbursement for Resident Project Representative (RPR), staking (S) and Construction Administration (CA), will be as follows:
 - a. Normal city assessment project, will be billed hourly not to exceed 6% of the construction cost.
 - b. State Aid or Federal Aid projects, will be billed hourly not to exceed 10% of the construction cost.
 - 4. Reimbursement for the preparation of the assessment roll will be one percent (1%) of the actual construction cost. This shall also include the preliminary and final assessment hearings
- B. Review of site plans for conformance with design guidelines (sidewalks, ROW, utilities and storm sewer)
- C. Engineer will provide 20 hours of any labor class free of charge each month for General Services.
- D. Owner shall reimburse the Engineer for the construction testing performed by an Independent Contractor. This amount shall not be included in the Engineer's reimbursable percentages.

Request for Council Action

Date: April 14, 2016

To: East Grand Forks City Council Mayor Lynn Stauss, President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

From: Dave Aker-Parks and Rec. Director and Jason Stordahl-Public Works Director

RE: Summer Hire for 2016

Background: Each year the Parks Department and the Public Works Department hire seasonal part time employees to work on various things from mowing to coaching. We are asking for approval to fill the following seasonal positions:

Parks Department

Campground: One Manager, and 11 maintenance workers

Baseball: 6 Coaches (traveling teams), and 12 Coaches (youth teams)

Softball: 8 Coaches

Playground: 8 Laborers

Tennis: 3 Workers

Pool: 1 manager, 12 lifeguards, and 2 front desk attendants

Flowers: 4 Flower Technicians

Mowing: 5 seasonal Laborers

Public Works Department

Two Public Works Laborers

Recommendation: Approve the Park and Rec. Department to hire up to 74 seasonal employees, and the Public Works Department to hire 2 seasonal Laborers.

C:\Users\vmnelson\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\KQ64YLFA\Summer Hires 2016.docx

Request for Council Action

Date: 4-15-2016

To: East Grand Forks City Council Mayor Lynn Stauss, President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

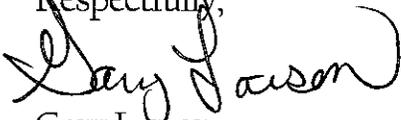
From: Fire Chief Gary Larson

RE: Hiring a new firefighter

We have been through the hiring process for a new firefighter. The Civil Service Commission has forward 5 candidates to the Fire Department for consideration. All candidates were interviewed by an interview board at the Fire Department.

At this time we recommend hiring Tommy Hajicek. He is a student in the Fire Program at NCTC. We feel he will be a great asset to the East Grand Forks Fire Department. He would be starting at Grade 12 Step I at \$19.28 per hour as per 2015 labor contract.

Respectfully,



Gary Larson
Fire Chief East Grand Forks

RESOLUTION NO. 16 – 04 - 43

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

WHEREAS, the City of East Grand Forks has advertised externally for the position of “Fire Fighter”, and

WHEREAS, candidates were tested and interviewed by both the Civil Service Commission & City Staff, and

WHEREAS, the East Grand Forks Civil Service Commission & City Staff has recommended the hiring of Thomas Hajicek as a Fire Fighter, and

WHEREAS, Mr. Hajicek would be placed on Step 1 of Grade 12 which is \$19.28 per hour; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF EAST GRAND FORKS, MINNESOTA:

1. Thomas Hajicek is hired as a Fire Fighter at a salary of \$19.28 per hour.

Voting Aye:

Voting Nay:

Absent:

The President declared the resolution passed.

Passed: April 19, 2016

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 19th day of April, 2016.

Mayor

Request for Council Action

Date: 4-14-2016

To: East Grand Forks City Council Mayor Lynn Stauss, President Mark Olstad, Council Vice President Chad Grassel, Council Members: Clarence Vetter, Mike Pokrzywinski, Craig Buckalew, Henry Tweten, and Marc DeMers.

Cc: File

From: Jason Stordahl-Public Works Director

RE: Storm Sewer Relining

Background: There is a 33" storm sewer pipe that runs beneath Northland Community & Technical College's north parking lot. The sewer is in need of immediate repair, and if it does not get repaired we risk damaging our Pumps at the associated Lift Station. After discussing with Staff, and our City engineers we feel that relining the sewer is our best option.

I will bring two proposals to repair/reline the sewer to our next Council Meeting, along with a recommendation for Council.

If Council approves the repair, funds to pay for the repair will come out of our Storm Water Protection Fund.

RESOLUTION NO. 16 – 04 – 42

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

RESOLUTION RATIFYING CONTRACTS

WHEREAS, the City of East Grand Forks purchased from Hardware Hank the goods referenced in check number 23928 for a total of \$582.79.

WHEREAS, Craig Buckalew, was personally interested financially in the contract, but the purchases were made because the price was as low as or lower than other local vendors.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF EAST GRAND FORKS:

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.
2. It is hereby determined that the total price of \$582.79 paid for such goods is as low as, or lower than, the price at which they could have been obtained elsewhere at the time the purchase was made.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on April 19, 2016.

Voting Aye:

Voting Nay:

Abstain:

The President declared the resolution passed.

Passed: April 19, 2016

Attest:

City Administrator/Clerk-Treasurer

President of Council

I hereby approve the foregoing resolution this 19th day of April, 2016.

Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

STATE OF MINNESOTA)
COUNTY OF POLK) ss
CITY OF EAST GRAND FORKS)

I, Craig Buckalew, being duly sworn states the following:

1. I am 3rd Ward Council Member of the City of East Grand Forks.
2. The City of East Grand Forks check number 23928 for a total of \$582.79.
3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.
4. Resolution passed by unanimous vote of the council on April 19, 2016.

Affiant states further that to the best of his knowledge and belief (a) the contract price was as low as or lower than the price at which the services could be obtained from other sources.

Affiant further states that the affidavit constitutes a claim against the city for the contract price, that the claim is just and correct, and that no part thereof has been paid.

Dated: _____

(Signature of Official)

Accounts Payable

Check Register Totals Only

User: apassa
 Printed: 4/14/2016 - 3:59 PM



City of East Grand Forks

P. O. Box 373
 East Grand Forks, MN 56721
 (218) 773-2483

Check	Date	Vendor No	Vendor Name	Amount	Voucher
23893	04/19/2016	ACM001	Acme Electric Companies	963.22	0
23894	04/19/2016	AME002	American Tire Service	130.00	0
23895	04/19/2016	AME005	Ameripride Linen & Apparel Services	281.13	0
23896	04/19/2016	AQU001	Aqua Water Solutions	10.50	0
23897	04/19/2016	BRI004	Brians Flooring	2,243.80	0
23898	04/19/2016	C&R001	C&R Laundry & Cleaners	46.53	0
23899	04/19/2016	CAN001	Canon Financial Services	140.80	0
23900	04/19/2016	CLE003	Lavonne Clemenson	429.37	0
23901	04/19/2016	COD002	Code 4 Services LLC	3,703.38	0
23902	04/19/2016	COM003	Complete Pest Control Inc	600.00	0
23903	04/19/2016	COU008	Countrywide Sanitation Company	32,567.52	0
23904	04/19/2016	CUL001	Culinox	144.00	0
23905	04/19/2016	CUS002	Custom Stripes Inc	32.00	0
23906	04/19/2016	D&M001	D&M Auto Body	2,645.62	0
23907	04/19/2016	DAK004	Dakota Supply Group	232.80	0
23908	04/19/2016	DAK006	Dakota TV & Appliance	750.46	0
23909	04/19/2016	DEP002	Dept of Public Safety/FAS	400.00	0
23910	04/19/2016	DOC001	Docu Shred Inc	36.96	0
23911	04/19/2016	EAP001	EAPC Architects Engineers	35.00	0
23912	04/19/2016	ELE002	Election Systems & Software	1,083.01	0
23913	04/19/2016	EME001	Emergency Apparatus Maintenance Inc	163.11	0
23914	04/19/2016	ENV003	Environmental Toxicity Control Inc	775.00	0
23915	04/19/2016	EXP002	Exponent	286.66	0
23916	04/19/2016	FER001	Ferrellgas	200.34	0
23917	04/19/2016	FIL001	Filter Care	49.12	0
23918	04/19/2016	FIN003	Finest Auto Trim Inc.	162.69	0
23919	04/19/2016	G&K001	G&K Services	159.21	0
23920	04/19/2016	GAF002	Gaffaney's	35.99	0
23921	04/19/2016	GAR001	Garden Hut Inc	19.82	0
23922	04/19/2016	GEO001	George's Quick Printing	120.00	0
23923	04/19/2016	GFC001	GF City Utility Billing	17,541.62	0
23924	04/19/2016	GFF001	GF Fire Equipment	292.56	0
23925	04/19/2016	GFW001	GF Welding & Machine	39.33	0
23926	04/19/2016	GOP002	Gopher State Lawn Sprinklers	310.00	0
23927	04/19/2016	GRA008	Grand Forks City	4,891.25	0
23928	04/19/2016	HAR001	Hardware Hank	582.79	0
23929	04/19/2016	HEA001	Heartland Paper	305.04	0
23930	04/19/2016	HOM001	Home of Economy	27.98	0
23931	04/19/2016	HUG001	Hugo's	53.28	0
23932	04/19/2016	KEN002	Kennedy & Graven, Chartered	1,251.25	0
23933	04/19/2016	SOL004	Kevin Solie Trucking	900.00	0
23934	04/19/2016	MCD001	McDonald's of EGF	168.70	0
23935	04/19/2016	MPO001	Metropolitan Planning Organization	7,565.06	0
23936	04/19/2016	MID007	Midwest Refrigeration Inc	112.00	0
23937	04/19/2016	MIK001	Mike's Pizza	63.18	0
23938	04/19/2016	BCA004	MN Bureau of Criminal Apprehension	1,530.00	0
23939	04/19/2016	MND003	MN Dept of Labor & Industry	20.00	0
23940	04/19/2016	MNM002	MN Municipal Utilities Assoc	4,434.00	0
23941	04/19/2016	MNS007	MN State Fair Marshal	135.00	0
23942	04/19/2016	NEW001	Newman Signs	2,600.00	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
23943	04/19/2016	NOR004	Northern Plumbing Supply	47.80	0
23944	04/19/2016	OTW001	Off The Wall Advertising, Inc.	294.00	0
23945	04/19/2016	OTI001	Otis Elevator Company	60,600.00	0
23946	04/19/2016	PET001	Peterson Veterinarian Clinic P.C.	343.00	0
23947	04/19/2016	PRA004	Prairie Health Partners	150.00	0
23948	04/19/2016	PRA001	Praxair Distribution	30.72	0
23949	04/19/2016	PRE001	Premium Waters Inc	22.05	0
23950	04/19/2016	QUI001	Quill Corp	205.26	0
23951	04/19/2016	RAI001	Railroad Mgmt Co III LLC	176.86	0
23952	04/19/2016	RED008	Red Wing Shoe Store	200.00	0
23953	04/19/2016	BOR002	Timothy Riopelle	20.00	0
23954	04/19/2016	SIG004	Signs by Design	540.00	0
23955	04/19/2016	STU001	Stuart's Towing	200.00	0
23956	04/19/2016	TRU001	True Temp	241.97	0
23957	04/19/2016	USB004	US Bank Equipment Finance	139.86	0
23958	04/19/2016	VER001	Verizon Wireless	786.58	0
23959	04/19/2016	VIL001	Vilandre Heating & A/C	1,981.50	0
23960	04/19/2016	WAT001	Water & Light Department	29,387.18	0
23961	04/19/2016	YEO001	Yc OI Painters, LTD	510.00	0
				<hr/> <hr/>	
Check Total:				187,147.86	
				<hr/> <hr/>	