

**City of Ada**  
**City Council Special Session**  
**January 21, 2021 at 6:00 p.m.**  
**City Hall**

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Moore Engineering
  - a. LRIP West Main Street
    - i. Task Order
  - b. Projects 2023-2024
  - c. Projects 2025-2026
  - d. Projects 2027-2028
- V. Dekko Center Contract with Delta Design - Hold Harmless Agreement.
- VI. Resolution 2021-01-03 A Resolution Authorizing the Sale of Parcels of Land in the City of Ada
- VII. Adjourn

## Task Order No. 5

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In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated December 4, 2018 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- a. Effective Date of Task Order: January 5, 2021
- b. Owner: City of Ada, MN
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project (title): CIP Planning Assistance
- e. Specific Project (description): Coordination to prepare and lead a workshop with Council and Staff to determine potential improvement projects.

### 2. Services of Engineer

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

set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

Other Services

Engineer shall also provide the following services: as required

All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### 3. Additional Services

- B. Additional Services that may be authorized or necessary under this Task Order are:

set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

#### 4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: *[State any additions or modifications to Exhibit B for this Specific Project here.]*

#### 5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: ***The work shall be completed at the direction of the City, it is anticipated all work related to the CIP planning will be completed by the end of February 2021.***

#### 6. Payments to Engineer

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

Description of Service	Amount	Basis of Compensation
1. Study and Report Phase Services		
a. CIP Planning Assistance	\$5,000	Estimated Hourly not to Exceed
<b>TOTAL COMPENSATION (line 1)</b>	<b>\$5,000</b>	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	

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

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. **Consultants retained as of the Effective Date of the Task Order:** None

8. **Other Modifications to Agreement and Exhibits:** None

9. **Attachments:** Exhibit A – dated January 5, 2021.

10. **Other Documents Incorporated by Reference:**

**11. Terms and Conditions**

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

The Effective Date of this Task Order is January 5, 2021.

OWNER: City of Ada, MN

ENGINEER: Moore Engineering, Inc.

By: \_\_\_\_\_

By: Dan Hanson

Print Name: \_\_\_\_\_

Print Name: Daniel R. Hanson, PE

Title: \_\_\_\_\_

Title: Senior Project Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Name: Dan Hanson

Title: \_\_\_\_\_

Title: Senior Project Manager

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: 925 10<sup>th</sup> Avenue E, Suite 1  
West Fargo, ND 58078

E-Mail Address: \_\_\_\_\_

E-Mail Address: dhanson@mooreengineeringinc.com

Phone: \_\_\_\_\_

Phone: 701-499-5840

## **Engineer's Services for Task Order**

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### **PART 1—BASIC SERVICES**

#### *Study and Report Phase Services*

As Basic Services, Engineer shall:

Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

- a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions:
- b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
- c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.

Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.

Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.

After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including

but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

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.

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.

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 "Specific Project Strategies, Technologies, and Techniques."

If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.

Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.

*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.*

*Preliminary Design Phase – N/A*

*Final Design Phase – N/A*

*Bidding or Negotiating Phase – N/A*

*Construction Phase – N/A*

*Post-Construction Phase – N/A*

As Basic Services, Engineer shall:

Assist Owner in connection with the adjusting of Specific Project equipment and systems.

Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

Prepare operation and maintenance manuals.

Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

*Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

## **PART 2—ADDITIONAL SERVICES**

### *A2.01 Additional Services Requiring an Amendment to Task Order*

*Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

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.

Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

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.

Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

Undertaking investigations and studies including, but not limited to:

detailed consideration of operations, maintenance, and overhead expenses;

based on the engineering and technical aspects of the Project, 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 do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

preparation of appraisals;

evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

detailed quantity surveys of materials, equipment, and labor; and

audits or inventories required in connection with construction performed or furnished by Owner.

Furnishing services of Consultants for other than Basic Services.

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.

Providing the following services:

Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.



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.

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.

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 constructibility 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.

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.

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.

Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

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.

Preparing Record Drawings, and furnishing such Record Drawings to Owner.

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.

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.

Preparation of operation, maintenance, and staffing manuals.

Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

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.

Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.

Overtime work requiring higher than regular rates.

Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

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

Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

*Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence 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 from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

a. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

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.

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.

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.

Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

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.



**RESOLUTION NO. 2021-01-03**

**A RESOLUTION AUTHORIZING THE SALE OF  
PARCELS OF LAND IN THE CITY OF ADA**

A Resolution authorizing the sale of the following described properties:

***Lot 16 & 17 Blk 25 First Addition. Parcel number 25-0270000***

WHEREAS, the City of Ada is the owner of the above-described properties in the City of Ada, Norman County, Minnesota, and,

WHEREAS, Prothero Land Holdings LLC desire to purchase said property from the City of Ada, for the sum of Four Thousand Dollars and no/100 (\$4,000.00) for the lot and other good and valuable consideration.

NOW, THEREFORE, BE IT HEREBY RESOLVED, That the City of Ada shall enter into a Purchase Agreement Prothero Land Holdings LLC, in which the City agrees to sell the above-described properties in the City of Ada, Norman County, Minnesota for the price of Four Thousand Dollars and no/100 (\$4,000.00) and other good and valuable consideration; and

BE IT FURTHER RESOLVED, That the Mayor of the City of Ada and the City Clerk are authorized to execute and deliver any documents necessary to effectuate said transfer.

Upon motion duly made by Councilmember \_\_\_\_\_, and seconded by Councilmember \_\_\_\_\_, and upon being put to a vote, the above Resolution carried by the following vote:

Ayes:

Nays:

Abstention:

Dated:

\_\_\_\_\_  
John Hintz, Mayor

ATTEST:

\_\_\_\_\_  
Ashley Larson, City Administrator