



**PLANNING AND DEVELOPMENT**

200 3<sup>rd</sup> Street North  
Fargo, North Dakota

**INTERSTATE PARKING**

401 3<sup>rd</sup> Avenue North  
Fargo, North Dakota

**MEMORANDUM**

**TO:** Parking Commission Members

**FROM:** Fargo Planning (Derrick LaPoint) & Interstate Parking (Andy Renfrew)

**DATE:** January 19, 2018

**RE:** Thursday, January 25 Parking Commission Agenda

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***Parking Commission Mission Statement***

*Manage, provide, promote and maintain safe, convenient, accessible, attractive and reasonably priced parking facilities that will meet the need of downtown businesses, employers, residents, students, and visitors.*

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Visit [www.fargoparking.com](http://www.fargoparking.com) for additional Downtown Fargo parking information.

**PARKING COMMISSION**  
**Thursday, January 25, 2018, 9:00 a.m.**  
**City Commission Room**  
**AGENDA**

1. Approve Order of Agenda
2. Minutes – Meeting of November 30, 2017 (Attachment 1)
3. Interstate Report/Financial Data (Attachment 2)
4. Citation Revenue Review (Attachment 3)
5. Facility Capital Improvement Update
  - a. Ground Transportation Center (Attachment 4)
  - b. Island Park Ramp (Attachment 5)
  - c. Civic Center Ramp (Attachment 6)
6. Other Business

*Parking Commission meetings are broadcast live on cable channel TV Fargo 56 and can be seen live by video stream on [www.FargoND.gov/streaming](http://www.FargoND.gov/streaming). They are rebroadcast each Wednesday at 8:00 p.m., Friday at 9:00 a.m., and Sunday at 7:00 p.m.*

*People with disabilities who plan to attend the meeting and need special accommodations should call the Planning Office at 241-1474 or TDD at 241-8258. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements.*

*Minutes are available on the City of Fargo Web site at [www.FargoND.gov/parking](http://www.FargoND.gov/parking).*

**BOARD OF PARKING COMMISSIONERS  
MINUTES**

**Regular Meeting:**

**Thursday:**

**November 30, 2017:**

The Regular Meeting of the Board of Parking Commissioners of the City of Fargo, North Dakota, was held in the City Commission Room at City Hall at 9:00 o'clock a.m., Thursday, November 30, 2017.

The Parking Commissioners present or absent were as follows:

Present: Chairperson Mike Williams, Brian Hayer, Randy Thorson

Absent: Margie Bailly, Jay Krabbenhoft

Also Present: Commissioner Piepkorn

Chairperson Williams called the meeting to order.

**Item 1: Approve Order of Agenda**

Member Hayer moved the Order of Agenda be approved as presented. Second by Member Thorson. All Members present voted aye and the motion was declared carried.

**Item 2: Minutes: Regular Meeting of September 28, 2017 and the Retreat Meeting of November 2, 2017**

Member Thorson moved the minutes of the September 28, 2017 and November 2, 2017 Parking Commission meetings be approved. Second by Member Hayer. All Members present voted aye and the motion was declared carried.

**Item 3: Interstate Parking/Financial Data**

Andy Renfrew, Interstate Parking (IP), presented the October financial and operations report.

Planner Derrick LaPoint added that staff is continuing to look into additional marketing opportunities to promote parking options in the downtown area.

**Item 4: 2018 Parking Rates**

Mr. Renfrew reviewed staff's recommendations for proposed fee changes to the Parking Rate Schedule for 2018, which go into effect on February 1, 2018. He asked for the Board's approval to present the proposed changes to the City Commission at the December 18, 2017 meeting.

Member Hayer moved to recommend approval to the City Commission the proposed 2018 Parking Facility Rate Schedule. Second by Member Thorson. All Members present voted aye and the motion was declared carried.

**Item 5: 2018 Parking Commission Meeting Calendar**

Derrick LaPoint presented the proposed Parking Commission meeting calendar for 2018.

**Item 6: Other Business –**

Planning Director Jim Gilmour updated the Board regarding a review by Carl Walker Inc. of the City owned downtown parking facilities to assess and identify needed improvements including adding security features. Mr. Gilmour also noted a list of repairs has been compiled for the Roberts Commons Ramp

Further discussion ensued and staff will present an update on this item at the next Parking Commission meeting.

Mr. LaPoint requested the Board discuss and determine a set fee for the secure bicycle parking area in the Roberts Commons (RoCo) Ramp. He stated this secured area is in addition to the free bicycle parking area in RoCo, and will be accessible to the renters via a key fob.

The Board discussed implementing a fee of \$3.00 a month per space, requiring a contract for a six-month period with the fee paid up front, and review this item when the contract(s) expire.

Member Hayer moved to approve the recommended \$3.00 per month per space, for a six-month contracted period for the secured bicycle parking area in the Roberts Commons Ramp. Second by Member Hayer. All Members present voted aye and the motion was declared carried.

**Adjournment:**

Member Thorson moved to adjourn the meeting at 9:35 a.m. Second by Member Hayer. All Members present voted aye and the motion was declared carried.



**INTERSTATE PARKING COMPANY OF ND**

401 3rd Avenue North

Fargo, North Dakota

Phone: (701) 235-1618

E-Mail: [ndinfo@interstateparking.com](mailto:ndinfo@interstateparking.com)

[www.fargoparking.com](http://www.fargoparking.com)

**MEMORANDUM**

**TO:** Parking Commission  
**FROM:** Interstate Parking  
**DATE:** January 18, 2018  
**RE:** December 2017 Financial and Operations Report

**Operations**

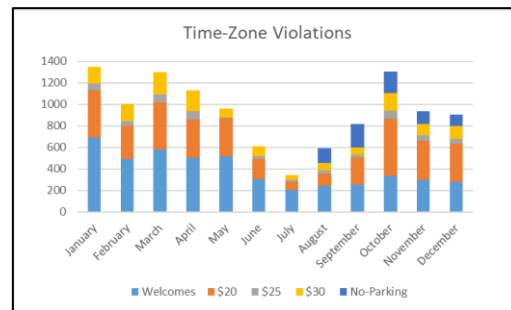
Facility	Monthly Spaces	Spaces Rented	% Sold	Tickets per Day	Avg. Ticket Value	Occupancy
Civic Ramp	225	210	93%	20	\$5.15	85%
NP Ave.	75	65	87%	36	\$3.62	75%
GTC	185	173	94%			64%
4th St.	174	244	140%			50%
3rd St.	145	187	129%			79%
Main Ave.	75	67	89%			92%
IPR	355	414	117%			69%
7th Street	26	24	92%			54%
Roberts Commons	380	356	94%	121	\$2.24	71%

**Financial Report**

Revenue and expenses were nearly identical in November and December, though there were some changes in the revenue mix. Transient revenue, for example was up 23.6% in December while violation revenue was down 23.8%. Net income to the City was up slightly however, 0.4% as we saw a surge in prepayments of Residential and Service Vehicle permits.

**On-Street Management**

Time Zone Violations			
	December	November	October
<b>Welcomes</b>	281	300	334
<b>\$20</b>	358	359	535
<b>\$25</b>	42	55	77
<b>\$30</b>	116	104	162
<b>No-Parking</b>	111	119	200



**Downtown Residential Parking Permits and Service Vehicle Permits**

Residential and Service Vehicle Permits							
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY
<b>DRP</b>	29	24	27	23	19	21	18
<b>SVP</b>	39	46	47	53	46	56	39

# City of Fargo

## 2017 Revenue Report



For the Month Ended December 31, 2017:

	PK4001 Civic Center Ramp	PK4003 3rd Avenue Lot	PK4004 2nd Avenue North Lot	PK4005 2nd Avenue South Lot	PK4006 NP Avenue Lot	PK4007 GTC Ramp	PK4008 4th Street Lot	PK4009 3rd Street Lot	PK4010 Main Avenue Lot	PK4011 Island Park Ramp	PK4012 7th Street Lot	Total	Prior Year Total
Monthly Parking Revenue	18,862.50				5,375.81	18,010.36	15,945.00	12,235.00	3,808.00	20,781.13	1,040.00	96,057.80	108,106.59
Transient Revenue	2,044.50		\$ -		1,850.00							3,894.50	5,322.50
Pay by Phone	9.00		\$ 22.00	0.75	777.00							808.75	1,659.00
Validation Revenue	3,864.50				269.00							4,133.50	5,566.00
Validation Revenue - Radisson	2,744.00											2,744.00	
Violation Revenue			22.00		402.00		22.00		39.00			485.00	1,053.00
Bike Lockers Revenue												-	-
Event Revenue												-	-
<b>Gross Revenue</b>	<b>\$ 27,524.50</b>	<b>\$ -</b>	<b>\$ 44.00</b>	<b>\$ 0.75</b>	<b>\$ 8,673.81</b>	<b>\$ 18,010.36</b>	<b>\$ 15,967.00</b>	<b>\$ 12,235.00</b>	<b>\$ 3,847.00</b>	<b>\$ 20,781.13</b>	<b>\$ 1,040.00</b>	<b>\$ 108,123.55</b>	<b>\$ 121,707.09</b>
Credit Card Fees	(248.99)			(151.79)	(378.40)	(46.00)	(1.71)	(17.08)	(13.24)	(78.32)	(14.26)	(949.79)	(1,102.37)
Sales Tax												-	-
Special Event Payroll												-	-
Enforcement Payroll					(1,081.95)		(1,305.80)	(1,081.95)	(559.63)	(2,984.68)	(193.99)	(7,208.00)	(6,943.00)
Passport Fees			(10.80)		(185.20)			(10.80)		(19.60)		(226.40)	(174.92)
Management Fee	(6,373.00)	(2,124.00)		(390.00)	(2,124.00)	(4,249.00)	(2,124.00)	(2,124.00)	(2,124.00)	(4,249.00)	(2,099.00)	(27,980.00)	(39,644.60)
City Expenses:												-	(3,183.99)
SCHINDLER ELEVATOR										(101.38)		(101.38)	
XCEL ENERGY												-	
XCEL ENERGY												-	
GTC Office Lease						120.00						120.00	120.00
<b>Total Adjustments</b>	<b>(6,621.99)</b>	<b>(2,124.00)</b>	<b>(10.80)</b>	<b>(541.79)</b>	<b>(3,769.55)</b>	<b>(4,175.00)</b>	<b>(3,431.51)</b>	<b>(3,233.83)</b>	<b>(2,696.87)</b>	<b>(7,432.98)</b>	<b>(2,307.25)</b>	<b>(36,345.57)</b>	<b>(50,928.88)</b>
Service Permit Revenue	-	-	-	-	-	-	-	-	-	-	-	2,025.00	1,300.00
DRP3 Revenue	-	-	-	-	-	-	-	-	-	-	-	625.00	975.00
<b>Net Operating Income</b>	<b>\$ 20,902.51</b>	<b>\$ (2,124.00)</b>	<b>\$ (10.80)</b>	<b>\$ (541.04)</b>	<b>\$ 4,904.26</b>	<b>\$ 13,835.36</b>	<b>\$ 12,535.49</b>	<b>\$ 9,001.17</b>	<b>\$ 1,150.13</b>	<b>\$ 13,348.15</b>	<b>\$ (1,267.25)</b>	<b>\$ 74,427.98</b>	<b>\$ 73,053.21</b>

# City of Fargo



## 2017 Revenue Report

For the Twelve Months Ended December 31, 2017:

	PK4001 Civic Center Ramp	PK4003 3rd Avenue Lot	PK4004 2nd Avenue North Lot	PK4005 2nd Avenue South Lot	PK4006 NP Avenue Lot	PK4007 GTC Ramp	PK4008 4th Street Lot	PK4009 3rd Street Lot	PK4010 Main Avenue Lot	PK4011 Island Park Ramp	PK4012 7th Street Lot	Total	Prior Year-To-Date 2016 Total
Monthly Parking Revenue	227,377.70	15,990.00	-	16,065.43	72,257.58	232,906.42	201,313.00	144,871.00	51,274.66	279,415.03	9,363.79	1,250,834.61	1,368,133.88
Transient Revenue	22,199.68	-	-	13,310.25	30,392.25	-	-	-	-	(56.00)	(25.00)	65,803.68	78,861.97
Pay by Phone	60.25	-	24.00	6,090.75	13,361.50	-	-	-	-	-	86.25	19,622.75	12,586.75
Validation Revenue	47,966.00	-	-	2,176.50	1,690.00	486.00	-	-	127.50	-	216.00	52,662.00	74,499.00
Validation Revenue - Radisson	26,381.50	-	-	-	-	-	-	-	-	-	-	26,381.50	-
Violation Revenue	533.00	85.00	88.00	2,607.00	9,828.00	-	786.00	180.00	173.00	275.00	22.00	14,577.00	11,867.00
Events Revenue	-	-	-	100.00	-	-	-	-	-	-	-	100.00	3,555.00
<b>Gross Revenue</b>	<b>\$ 324,518.13</b>	<b>\$ 16,075.00</b>	<b>\$ 112.00</b>	<b>\$ 40,349.93</b>	<b>\$ 127,529.33</b>	<b>\$ 233,392.42</b>	<b>\$ 202,099.00</b>	<b>\$ 145,051.00</b>	<b>\$ 51,575.16</b>	<b>\$ 279,634.03</b>	<b>\$ 9,663.04</b>	<b>\$ 1,429,999.04</b>	<b>\$ 1,549,503.60</b>
Credit Card Fees	(2,282.64)	(23.46)	(99.00)	(2,962.44)	(3,868.82)	(501.90)	(51.18)	(221.16)	(102.97)	(1,088.58)	(98.84)	(11,300.99)	(11,936.05)
Sales Tax	-	-	-	-	-	-	-	-	-	-	-	-	-
Special Event Payroll	-	-	-	-	-	-	-	-	-	-	-	-	-
Enforcement Payroll	-	(1,843.61)	-	(2,995.85)	(13,363.36)	-	(16,128.18)	(13,363.36)	(6,912.08)	(36,864.43)	(6,298.76)	(97,769.63)	(94,802.27)
Passport Fees	(165.20)	(35.20)	(36.40)	(951.71)	(3,835.16)	-	(257.44)	(64.00)	(60.80)	(96.40)	-	(5,502.31)	(4,202.20)
City Expenses:	-	-	-	-	-	-	-	-	-	-	-	-	(21,318.38)
Electric	(9,534.72)	-	-	(135.00)	-	-	-	-	-	(202.76)	-	(9,872.48)	-
Signage	(288.67)	-	-	-	(308.88)	(116.38)	(116.38)	(116.38)	(116.38)	(116.38)	(116.38)	(1,295.83)	-
Elevator	-	-	-	-	-	(2,205.00)	-	-	-	(1,119.04)	-	(3,324.04)	-
NP Snow Removal	-	-	-	-	(2,779.08)	-	-	-	-	-	-	(2,779.08)	-
Landscaping	(1,022.40)	(1,022.41)	-	-	(2,422.40)	-	(147.41)	(647.40)	(147.43)	-	-	(5,409.45)	-
Remote Monitoring	-	-	-	-	-	-	-	-	-	-	-	-	-
Ticketing	(767.36)	(1.10)	(1.10)	(1.10)	(1.10)	(1.10)	(1.10)	(1.10)	(1.10)	(1.10)	(1.10)	(778.36)	-
Fire Protection	-	-	-	-	-	-	-	-	-	(487.28)	-	(487.28)	-
Repairs	(1,369.70)	-	-	-	(3,125.00)	(926.94)	(6,450.00)	(4,900.00)	(3,275.00)	-	-	(20,046.64)	-
Web Hosting	(51.00)	(5.00)	-	(5.00)	(51.00)	(51.00)	(51.00)	(51.00)	(51.00)	(51.00)	(51.00)	(418.00)	-
Other	(65.34)	(9.27)	-	(9.27)	(65.34)	(65.34)	(65.34)	(65.34)	(65.34)	(65.34)	(65.34)	(541.26)	-
Management Fee	(77,703.62)	(16,532.58)	(12,990.00)	(20,736.68)	(26,803.84)	(56,564.93)	(49,621.00)	(41,923.84)	(23,730.69)	(58,073.36)	(7,575.47)	(392,256.01)	(443,832.00)
GTC Office Lease	-	-	-	-	-	1,200.00	-	-	-	-	-	1,200.00	1,440.00
<b>Total Adjustments</b>	<b>(93,250.66)</b>	<b>(19,472.63)</b>	<b>(13,126.50)</b>	<b>(27,797.05)</b>	<b>(56,623.97)</b>	<b>(59,232.58)</b>	<b>(72,889.02)</b>	<b>(61,353.57)</b>	<b>(34,462.78)</b>	<b>(98,165.66)</b>	<b>(14,206.90)</b>	<b>(550,581.36)</b>	<b>(574,650.90)</b>
Service Permit Revenue	-	-	-	-	-	-	-	-	-	-	-	11,775.00	5,575.00
DRP3 Revenue	-	-	-	-	-	-	-	-	-	-	-	8,320.00	9,222.00
<b>Net Operating Income</b>	<b>\$ 231,267.47</b>	<b>\$ (3,397.63)</b>	<b>\$ (13,014.50)</b>	<b>\$ 12,552.88</b>	<b>\$ 70,905.36</b>	<b>\$ 174,159.84</b>	<b>\$ 129,209.98</b>	<b>\$ 83,697.43</b>	<b>\$ 17,112.38</b>	<b>\$ 181,468.37</b>	<b>\$ (4,543.86)</b>	<b>\$ 899,584.80</b>	<b>\$ 989,649.70</b>

# City of Fargo

## 2017 Revenue Report



**For the Month Ended December 31, 2017:**

	<b>PK4013 Robert Commons</b>	<b>Total</b>
Monthly Parking Revenue	32,025.00	32,025.00
Transient Revenue	3,463.00	3,463.00
Pay by Phone	-	-
Validation Revenue	55.00	55.00
Validation Revenue - Radisson	-	-
Violation Revenue	-	-
Bike Lockers Revenue	-	-
Event Revenue	-	-
<b>Gross Revenue</b>	<b>\$ 35,543.00</b>	<b>\$ 35,543.00</b>
Credit Card Fees	(138.55)	(138.55)
Sales Tax	-	-
Special Event Payroll	-	-
Enforcement Payroll	-	-
Passport Fees	-	-
Management Fee	(16,374.00)	(16,374.00)
City Expenses:		
SCHINDLER ELEVATOR	-	-
XCEL ENERGY	(3,857.16)	(3,857.16)
XCEL ENERGY	(5,719.45)	(5,719.45)
	-	-
	-	-
	-	-
GTC Office Lease	-	-
<b>Total Adjustments</b>	<b>(26,089.16)</b>	<b>(26,089.16)</b>
<b>Net Operating Income</b>	<b>\$ 9,453.84</b>	<b>\$ 9,453.84</b>



### For the Twelve Months Ended December 31, 2017:

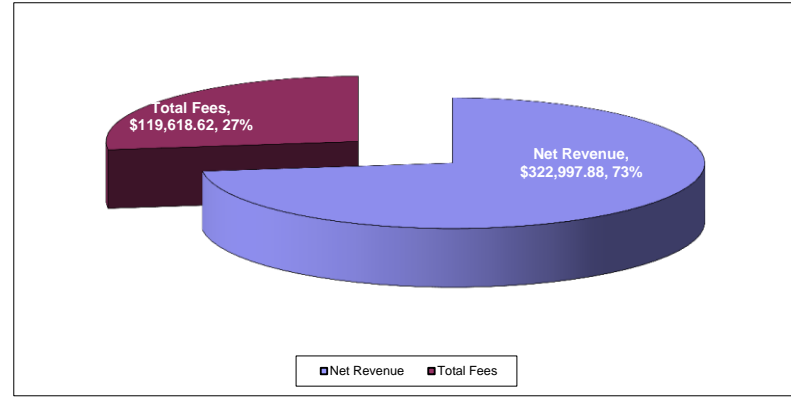
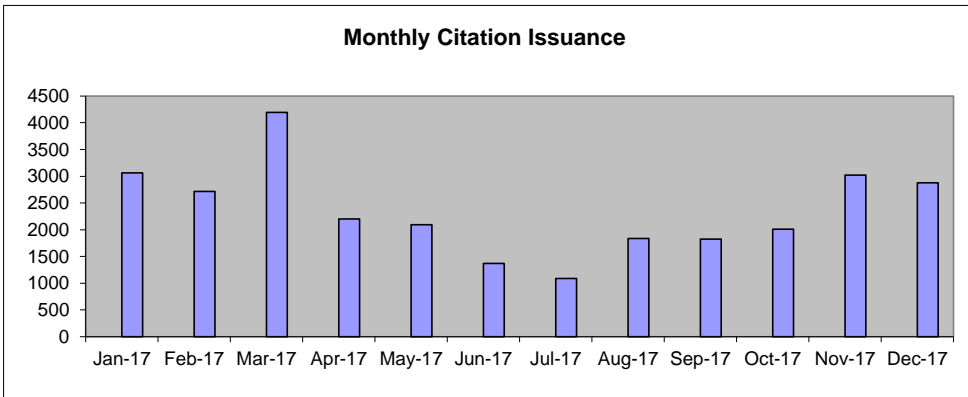
	PK4013 Robert Common	Total
Monthly Parking Revenue	197,294.05	197,294.05
Transient Revenue	11,728.00	11,728.00
Pay by Phone	(19.00)	(19.00)
Validation Revenue	2,090.25	2,090.25
Validation Revenue - Radisson	-	-
Violation Revenue	-	-
Events Revenue	-	-
<b>Gross Revenue</b>	<b>\$ 211,093.30</b>	<b>\$ 211,093.30</b>
Credit Card Fees	(700.19)	(700.19)
Sales Tax	-	-
Special Event Payroll	-	-
Enforcement Payroll	-	-
Passport Fees	-	-
City Expenses:	-	-
Electric	(17,136.50)	(17,136.50)
Signage	(1,552.98)	(1,552.98)
Elevator	-	-
NP Snow Removal	-	-
Landscaping	-	-
Remote Monitoring	(300.00)	(300.00)
Ticketing	-	-
Fire Protection	(600.00)	(600.00)
Repairs	-	-
Web Hosting	(264.23)	(264.23)
Other	(27,542.86)	(27,542.86)
Management Fee	(114,618.00)	(114,618.00)
GTC Office Lease	-	-
<b>Total Adjustments</b>	<b>(162,714.76)</b>	<b>(162,714.76)</b>
<b>Net Operating Income</b>	<b>\$ 48,378.54</b>	<b>\$ 48,378.54</b>



**City of Fargo, ND**  
**Parking Citation Management Program**  
**Operational Statistics for Calendar Year 2017**



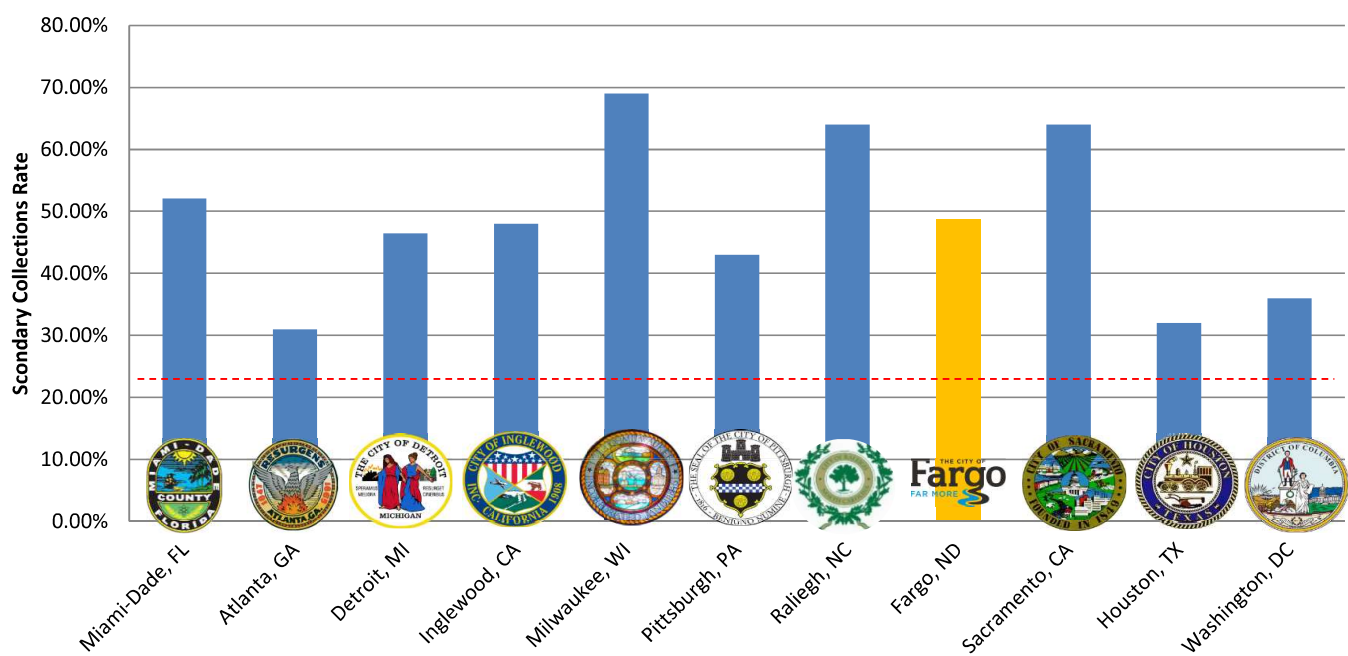
	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Grand Totals
<b>Citations Issued</b>													
AutoCITE	2,589	2,446	3,863	1,880	1,866	1,191	963	1,684	1,605	1,787	2,485	2,754	25,113
Hand Written	471	269	334	322	229	178	125	154	218	224	538	126	3,188
<b>Total</b>	<b>3,060</b>	<b>2,715</b>	<b>4,197</b>	<b>2,202</b>	<b>2,095</b>	<b>1,369</b>	<b>1,088</b>	<b>1,838</b>	<b>1,823</b>	<b>2,011</b>	<b>3,023</b>	<b>2,880</b>	<b>28,301</b>
<b>PAYMENT ACTIVITY</b>													
Primary Revenue	38,805.00	33,931.00	59,800.00	38,135.00	31,710.00	20,894.50	15,595.00	20,810.00	25,850.00	31,266.00	36,169.00	42,592.00	\$395,557.50
Collection Revenue	4,545.00	4,845.00	4,870.00	4,249.00	4,260.00	4,510.00	3,000.00	3,035.00	4,355.00	3,955.00	2,510.00	2,925.00	\$47,059.00
<b>Total Citation Revenue</b>	<b>\$43,350.00</b>	<b>\$38,776.00</b>	<b>\$64,670.00</b>	<b>\$42,384.00</b>	<b>\$35,970.00</b>	<b>\$25,404.50</b>	<b>\$18,595.00</b>	<b>\$23,845.00</b>	<b>\$30,205.00</b>	<b>\$35,221.00</b>	<b>\$38,679.00</b>	<b>\$45,517.00</b>	<b>\$442,616.50</b>
<b>PROGRAM COSTS</b>													
Processing Fees	10,438.95	9,813.37	14,819.35	8,855.84	7,849.36	5,561.89	4,685.29	6,830.66	7,149.00	8,058.17	10,729.83	11,179.79	\$105,971.51
Collection Fees	1,318.05	1,405.05	1,412.30	1,232.21	1,235.40	1,307.90	870.00	880.15	1,262.95	1,146.95	727.9	848.25	\$13,647.11
<b>Total Fees</b>	<b>\$11,757.00</b>	<b>\$11,218.42</b>	<b>\$16,231.65</b>	<b>\$10,088.05</b>	<b>\$9,084.76</b>	<b>\$6,869.79</b>	<b>\$5,555.29</b>	<b>\$7,710.81</b>	<b>\$8,411.95</b>	<b>\$9,205.12</b>	<b>\$11,457.73</b>	<b>\$12,028.04</b>	<b>\$119,618.62</b>
<b>REVENUE</b>													
Gross Revenue	43,350.00	38,776.00	64,670.00	42,384.00	35,970.00	25,404.50	18,595.00	23,845.00	30,205.00	35,221.00	38,679.00	45,517.00	\$442,616.50
Gross Revenue per Citation	14.17	14.28	15.41	19.25	17.17	18.56	17.09	12.97	16.57	17.51	12.79	15.80	\$15.64
Net Revenue	31,593.00	27,557.58	48,438.35	32,295.95	26,885.24	18,534.71	13,039.71	16,134.19	21,793.05	26,015.88	27,221.27	33,488.96	\$322,997.88
Net Revenue Per Citation	\$10.32	\$10.15	\$11.54	\$14.67	\$12.83	\$13.54	\$11.99	\$8.78	\$11.95	\$12.94	\$9.00	\$11.63	\$11.41



# Secondary Collections Performance

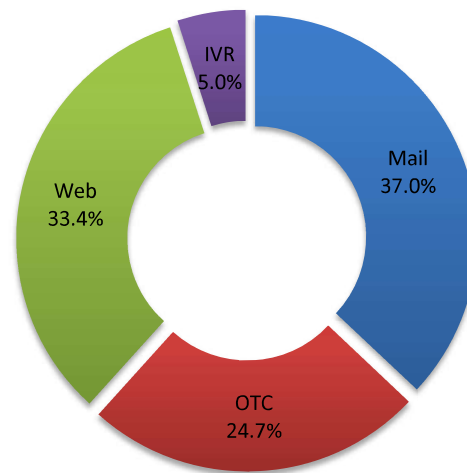
- Over 48% of assigned secondary collection dollars are recovered.

Comparable Collection Rates at Maturity



# Payment Rates by Source

Year	Mail	OTC	Web	IVR	Total
2010	56.5%	27.8%	13.5%	2.2%	100.0%
2011	54.3%	26.0%	17.2%	2.5%	100.0%
2012	47.9%	25.9%	23.4%	2.8%	100.0%
2013	38.3%	23.0%	34.5%	4.2%	100.0%
2014	33.4%	21.7%	40.1%	4.8%	100.0%
2015	26.9%	23.7%	43.2%	6.2%	100.0%
2016	20.9%	25.8%	43.7%	9.6%	100.0%
2017	18.0%	23.4%	51.2%	7.4%	100.0%



## Contract Performance Overview: Collection Rate Analysis

### Summary of Tickets Issued in 2016

Fargo	0-14	15-30	31-60	61-90	91-120	After 120	Sum
Full Paid	9,375	4,129	3,180	927	356	906	18,873
Partial Paid	94	-	-	-	-	-	94
Voided	826	14	12	13	-	-	865
Dismissed	219	99	59	20	10	160	567
Warning	2,167	-	-	-	-	-	2,167
Closed Other	3,096	-	-	-	-	-	3,096

Issuance	29,504
90 Day Collection Rate	77.05%
Gross Collection Rate	83.16%

### Summary of Tickets Issued in 2015

Fargo	0-14	15-30	31-60	61-90	91-120	After 120	Sum
Full Paid	15,044	5,666	4,856	1,238	434	951	28,189
Partial Paid	121	-	-	-	-	-	121
Voided	962	12	1	-	-	-	975
Dismissed	219	78	47	23	15	126	508
Warning	-	-	-	-	-	-	-
Closed Other	7	-	1	-	-	-	8

Issuance	33,642
90 Day Collection Rate	83.38%
Gross Collection Rate	88.05%

## Contract Performance Overview: Collection Rate Analysis

- **Collection and closure rates are impacted by a variety of factors, including:**
  - Program policies
  - Population demographics
  - Available enforcement sanctions
  - Leniency in appeals/adjudication

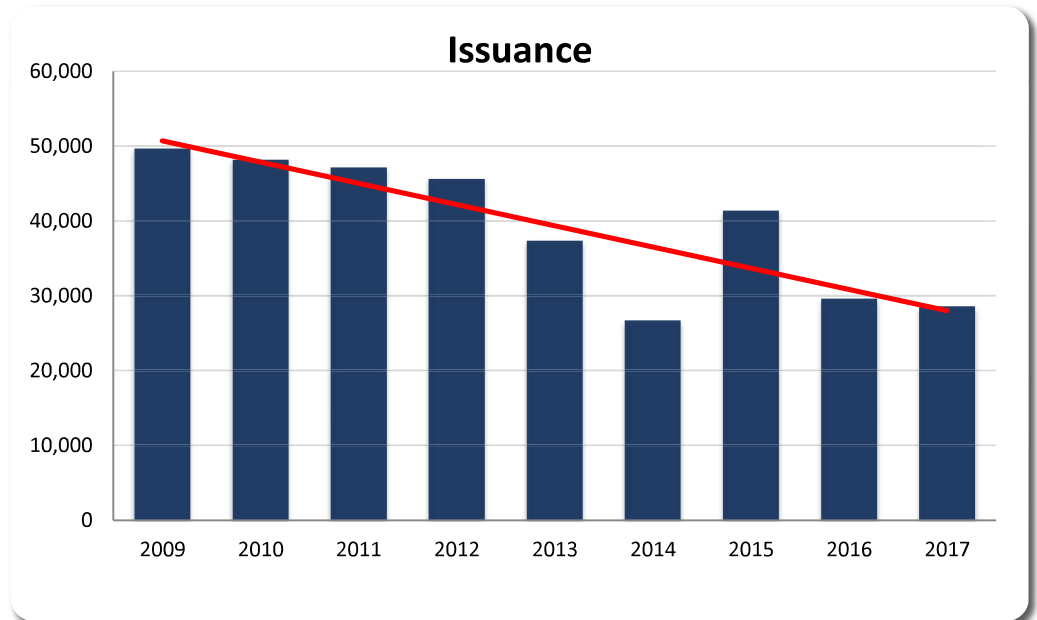
Summary of Tickets Issued in 2017

Fargo	0-14	15-30	31-60	61-90	91-120	After 120	Sum
Full Paid	9,360	3,988	2,772	653	257	331	17,361
Partial Paid	111	1	-	-	-	-	112
Voided	622	5	4	-	-	-	631
Dismissed	333	141	79	27	27	40	647
Warning	2,812	-	1	1	-	-	2,814
Closed Other	2,027	-	-	-	-	-	2,027

Issuance	28,178
90 Day Collection Rate	76.31%
Gross Collection Rate	79.21%

# Contract Performance Overview: Ticket Issuance & Invoice Performance

Year	Issuance
2009	49,693
2010	48,195
2011	47,161
2012	45,641
2013	37,342
2014	26,710
2015	41,400
2016	29,650
2017	28,602



## Invoice Performance Tracking Report

GTC Garage Repairs		KLJ Analysis			Carl Walker Analysis		
		Item No.	Estimated Cost	Priority**	Estimated Cost	Priority**	Comments
<b>Civil/Structural Items</b>							
S1	Repair Beam/Wall Connection	1a	\$ 200,000.00	High	\$ 280,000.00	High	Recurrent water infiltration at the joint between the garage perimeter beam and foundation wall has caused widespread corrosion of the embedded steel bearing plates and concrete damage. Repair cost may be more than KLJ estimate due to the costs for partial excavation to access the joint and deterioration and the replacement of adjacent pavements was included in Item W1a for KLJ estimate and is included here for Carl Walker estimate. Investigative excavations are also recommended.
S2	Deck Repairs***	2a	\$ 0.00	Medium	\$ 0.00		Work completed in 2017.
S3	Crack Repair on Bottom of Deck and Garage Walls	2c	\$ 18,000.00	Medium	\$ 9,000.00	Medium	Crack injection at ceiling is not recommended. Waterproofing from the top side (Item W3) is preferable. Carl Walker estimated cost is for wall crack injection only.
S4	Repair Cracks in Concrete Columns	2d	\$ 1,800.00	Medium			Repair not required - monitor for changes.
S5	Repair of Spalled Concrete	2f	\$ 6,000.00	Medium	\$ 6,000.00	Medium	Agree with KLJ assessment, recommendation, and opinion of cost.
S6	Crack Repairs in Garage Slab on Grade	2h	\$ 16,500.00	Medium		Low	Repair/sealing not required for minimally reinforced slab-on-grade unless/until deterioration becomes evident.
<b>Waterproofing/Drainage Items</b>							
W1a	Install Drain Tile Around Garage Perimeter	1b	\$ 335,000.00	High			GTC design drawings indicate a drain tile system was installed at bottom of foundation wall. An additional drain tile system at a higher elevation will not necessarily "minimize the migration of water through the joint." Careful attention to detailing the beam/wall connection repair, proper waterproofing, and proper selection and detailing of the deck expansion joint should be more functionally effective and cost effective than additional drain tile installation.
W1b	Install Expansion Joint Rated for Bus Traffic				\$ 184,000.00	High	
W1c	Waterproof Beam-to-Wall Joint				Included in Item S1	High	
W2	Repair Drainage Issues at Bottom of Ramp	2e	\$ 24,500.00	Medium	\$ 24,500.00	Medium	Agree with KLJ assessment, recommendation, and opinion of cost.
W3a	Urethane/Epoxy Traffic Bearing Membrane at Pedestrian Walk Areas				\$ 60,000.00	Contingent	Application of deck waterproofing should be considered to stop water infiltration through the garage roof deck. Latex overlay patching and crack sealing is considered a short term solution and may not be completely effective.
W3b	Extra-Heavy Duty Traffic Bearing Coating At Bus Traffic Areas				\$ 240,000.00	Contingent	
<b>Mechanical, Electrical, Plumbing &amp; Fire Protection Items</b>							
MEP1	Repair Deficiencies with Ventilation System	1c	\$ 83,500.00	High	\$ 83,500.00	High	Not reviewed.
MEP2	Install Safety Guards on Air Compressors	1d	\$ 800.00	High	\$ 800.00	High	Not reviewed.
MEP3	Replace FP Control Valve	1e	\$ 5,000.00	High	\$ 5,000.00	High	Not reviewed.
MEP4	Exhaust Duct Relocation***	2b	\$ 0.00	Medium	\$ 0.00		Work completed in 2017.
MEP5	Lighting Improvements	3c	\$ 15,800.00	Low	\$ 15,800.00	Low	Not reviewed.
<b>Miscellaneous Items</b>							
M1	Repair of CMU Walls	2g	\$ 1,600.00	Medium	\$ 2,500.00	Medium	Agree with KLJ assessment and recommendations. Costs may be higher than KLJ opinion given the number of isolated repairs needed.
M2	Install New Door Closers at Entry Doors	3a	\$ 3,800.00	Low	\$ 3,800.00	Low	Not reviewed.
M3	Security Cameras Upgrade	3b	\$ 18,000.00	Low	\$ 18,000.00	Low	Not reviewed.
M4	Reduce Window Glare	3d	\$ 25,500.00	Low	\$ 25,500.00	Low	Not reviewed.
M5	Install Fence Around Greenspace	3e	\$ 8,200.00	Low	\$ 8,200.00	Low	Not reviewed.
M6	Re-direct Pedestrian Traffic at NW Exit	3f	\$ 7,300.00	Low	\$ 7,300.00	Low	Not reviewed.
M7	Re-direct Pedestrian Traffic at NE Corner of GTC Building	3g	\$ 2,800.00	Low	\$ 2,800.00	Low	Not reviewed.
M8	Replace Doors at Hallway to Stairwell	3h	\$ 1,800.00	Low	\$ 1,800.00	Low	Not reviewed.
M9	Install Fence Around Mechanical Equipment in Garage	3i	\$ 3,800.00	Low	\$ 3,800.00	Low	Not reviewed.
<b>High Priority Items + 20% Contingency</b>			<b>\$ 749,160.00</b>		<b>\$ 663,960.00</b>		
<b>Medium Priority Items + 20% Contingency</b>			<b>\$ 82,080.00</b>	***	<b>\$ 50,400.00</b>		
<b>Low Priority Items + 20% Contingency</b>			<b>\$ 104,400.00</b>		<b>\$ 104,400.00</b>		
<b>Total Suggested Construction Budget</b>			<b>\$ 935,640.00</b>	***	<b>\$ 818,760.00</b>		
<b>Contingent Waterproofing Item + 20% Contingency</b>					<b>\$ 360,000.00</b>		
<b>Total With Contingent Waterproofing</b>					<b>\$ 1,178,760.00</b>		

\* Post-tensioned cable or anchorage deterioration or failures were not evident, but may be latent. The condition of anchorages can be inspected on a limited basis when exploratory excavations are performed for the beam/wall connection, and to a greater extent where/when the beam/wall repair is performed. Potential costs for repairing the slab post-tensioned system are not included in KLJ's or Carl Walker's opinion of probable construction costs.

\*\* Priority definitions:

- High - Items requiring immediate attention (within one year) to correct accelerated deterioration and structural and life safety deficiencies.
- Medium - items requiring near-term (one to four years) or ongoing maintenance to address current deterioration and deficiencies to increase the life span of the structure or improve the overall function of the facility.
- Low - Items recommended to improve the functionality, security, and safety of the facility.

\*\*\* Medium Priority subtotal and Total Suggested Construction Budget exclude \$345,960 that was included in KLJ's report for the bus terminal deck level repairs and relocating the SW exhaust duct completed in 2017.

January 8, 2018

James Gilmour  
Director of Planning and Development  
City of Fargo Planning and Development Department  
200 3<sup>rd</sup> St. N.  
Fargo, North Dakota 58102

[JGilmour@FargoND.gov](mailto:JGilmour@FargoND.gov)

RE: GTC Engineering Report Peer Review  
WGI Project No. 24172908.00 (R1-2017-274)

Dear Jim:

Carl Walker, a division of WGI (Carl Walker or CW), has completed a limited peer review of the "Preliminary Engineering Report" for the condition assessment of the Ground Transportation Center (GTC) garage prepared by KLJ dated August 12, 2016. Our peer review is limited to the civil, structural, and waterproofing elements of the structure. Mechanical, electrical, plumbing, fire protection, security, traffic, most architectural, and related systems were not reviewed. However, the need for installing a drainage system around the perimeter of the garage structure as recommended by KLJ was reviewed per your request.

### **EXECUTIVE SUMMARY**

In general, KLJ's assessment, conclusions, repair recommendations, and opinion of probable costs are reasonable. However, we differ in our engineering opinions with KLJ on some recommended solutions and we recommend additional investigations, which include the following:

1. Repair Beam/Wall Connection: We recommend modifying the original detail, with special attention to waterproofing and expansion joint seals, rather than simply repairing it in kind. We also recommend performing a few investigative excavations to verify conditions from the exterior side of the joint.
2. Crack Repair at Bottom of Deck and Garage Walls: Crack injection from the bottom side of the garage roof deck is not recommended and not always effective. Waterproofing from the top side is preferable and likely to be much more effective.
3. Crack Repairs in Concrete Columns and Garage Slab-on-Grade: Sealing or repairing the cracks in the columns and lightly reinforced slab-on-grade is not necessary unless the cracks are causing deterioration, which was not evident.
4. Install Drain Tile Around Garage Perimeter: Careful attention to detailing the repair of the beam/wall connection detail to better minimize water infiltration, as well as the installation of a more appropriate durable expansion joint seal at the pavement to accommodate bus traffic, should be more effective and less costly than installing a new drain tile system.



Regarding the settlement issues reviewed in KLJ’s report, Carl Walker agrees with KLJ’s and Braun Intertec’s conclusion that “the consolidation of the clay backfill has likely stabilized due to the duration of time that has passed since the garage was constructed. Additional amounts of significant settlement are not anticipated in areas that remain undisturbed.” With that said, any excavation and backfilling work, either as part of the work recommended in KLJ’s report, our report, or any other future work, should be backfilled using proper materials and compaction methods to minimize future settlement.

KLJ’s report makes no mention of any evaluation of the post-tensioned system for the garage roof deck. We observed no visible conditions that would indicate deterioration or failures of the post-tensioned strands or anchorages, but deterioration and failures may be latent. The condition of anchorages can be inspected on a limited basis when recommended exploratory excavations are performed for the beam/wall connection, and to a greater extent where/when the beam/wall repair is performed. Potential costs for repairing the slab post-tensioned system are not included in KLJ’s or Carl Walker’s opinion of probable construction costs.

KLJ presented three levels of priority for their recommended work items. In general, we agree with the priorities assigned to each work item. We have prepared a spreadsheet summarizing our review comments and opinion of costs for KLJ’s recommended work items and opinion of costs as a separate document attached to this report. The following table provides a summary comparison KLJ’s and Carl Walker’s opinions of probable construction cost totals for each priority and the total suggested construction budget:

	KLJ Analysis	Carl Walker Analysis
High Priority Items + 20% Contingency	\$ 749,160.00	\$ 663,960.00
Medium Priority Items + 20% Contingency**	\$ 82,080.00	\$ 50,400.00
Low Priority Items + 20% Contingency	\$ 104,400.00	\$ 104,400.00
Total Suggested Construction Budget**	\$ 935,640.00	\$ 818,760.00
Contingent Waterproofing Item (Deck Coating) + 20% Contingency***		\$ 360,000.00
Total With Contingent Waterproofing		\$ 1,178,760.00

\* Priority definitions:

- High - Items requiring immediate attention (within one year) to correct accelerated deterioration and structural and life safety deficiencies.
- Medium - items requiring near-term (one to four years) or ongoing maintenance to address current deterioration and deficiencies to increase the life span of the structure or improve the overall function of the facility.
- Low - Items recommended to improve the functionality, security, and safety of the facility.

\*\* Medium Priority subtotal and Total Suggested Construction Budget exclude \$345,960 that was included in KLJ’s report for the bus terminal deck repairs and relocating the SW exhaust duct that was recently completed.

\*\*\* Application of deck waterproofing should be considered to stop water infiltration through the garage roof deck. Application may be deferred, phased, or applied to limited areas depending upon success of overlay patching and crack sealing in stopping water infiltration.

## **BACKGROUND**

A preliminary engineering report was prepared in August 2016 by KLJ to assess the condition of the garage at the Ground Transportation Center (GTC) in Fargo, North Dakota. The facility was constructed in 1984 and currently includes an underground parking garage, the city bus terminal, and municipal court building. The engineering report indicated that the garage structure has been previously repaired in 2002 and 2009.

Recommended repairs from the 2016 assessment included the following:

- Repair beam/wall connection at perimeter of garage
- Install drain tile around garage perimeter
- Repair of general concrete deterioration
- Crack repair in deck, walls, and columns
- Settlement issues

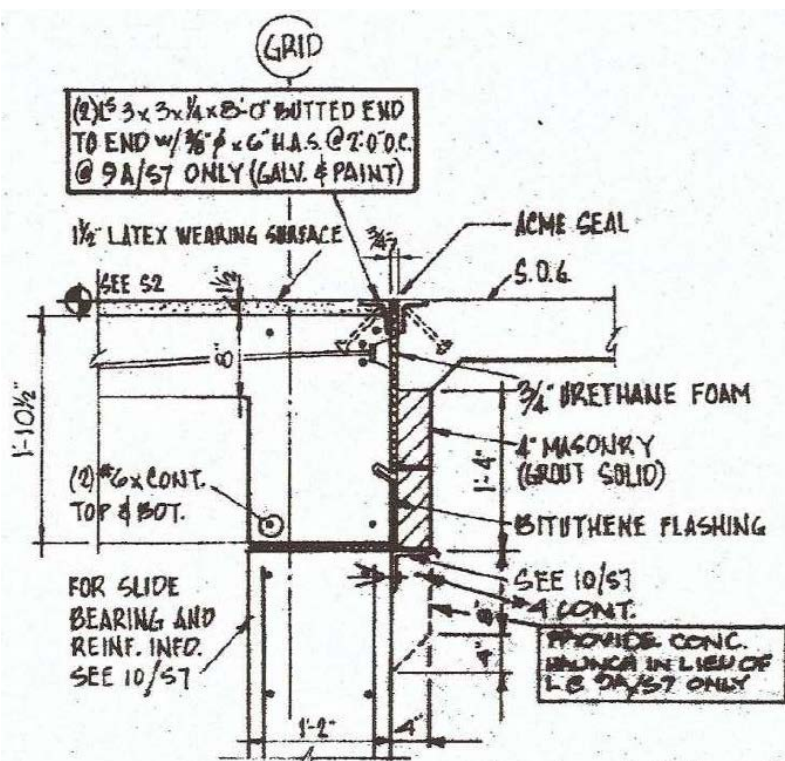
## **SCOPE OF PEER REVIEW**

The following scope of services were provided as part of the peer review:

- Reviewed existing documentation including original design drawings, specifications, previous evaluation reports, maintenance records, repair drawings/specifications, and other documents, as available, to familiarize ourselves with the general layout, construction, and repair history. Documents reviewed included:
  - Design drawings for the construction of the Ground Transportation Terminal prepared by Seth W. Twichell & Associates dated November 1982.
  - City of Fargo Metro Area Transit Ground Transportation Center Assessment Report prepared by EAPC Architects and Engineers dated June 2002.
  - Design drawings for Addition and Remodeling Ground Transportation Center prepared by EAPC Architects and Engineers dated February 2003.
  - The single page drawing (Sheet C101) for the GTC Ground Transportation Center Exhaust Grating & Pavement Repairs prepared by EAPC Architects and Engineers dated June 2009.
  - Ground Transportation Center Deck Inspection Report prepared by KLJ dated June 2016.
  - Geotechnical Evaluation Report for the GTC Parking Garage prepared by Braun Intertec dated August 1, 2016
- Reviewed the condition assessment, repair recommendations, and estimate of repair costs provided in the Preliminary Engineering Report of the Ground Transportation Center prepared by KLJ.
- Interviewed building maintenance personnel and/or City maintenance staff to gain an understanding of current and historical issues with the structure and waterproofing components.
- Performed a site visit to review existing conditions of the structure to correlate with recommendations provided in the engineering report.
- Reviewed the conclusions and repair recommendations provided in the KLJ report to identify whether their recommended repairs are appropriate for this facility or if alternative repairs are more feasible, functional, or cost effective.
- Reviewed the estimate of probable construction costs provided in the engineering report, and commented on any recommended modifications to the costs.
- Prepared this summary report of our peer review.

**PEER REVIEW DISCUSSION**

Our peer review addresses each of the items listed in KLJ's "Repair Recommendations" and Table 1: Opinion of Probable Construction Costs for the GTC Facility. We have arranged the items by general disciplines of work, i.e. Civil/Structural; Waterproofing/Drainage; Mechanical, Electrical, Plumbing & Fire Protection; and Miscellaneous. The CW Item No. is referenced in our "Opinion of Probable Construction Cost" table attached to this report. The reference to the KLJ Item No. relates to the paragraph number and cost table item number in KLJ's report.

Civil/Structural Items			
CW Item No.	KLJ Item No.	Repair Description	Comments
S1	1a	Repair Beam/Wall Connection	 <p>Recurrent water infiltration at the joint between the garage perimeter beam and foundation wall has caused widespread corrosion of the embedded steel bearing plates and concrete deterioration.</p> <p>The beam has not shifted laterally as noted in KLJ's report, but rather, the inside face has delaminated and is pushing inward due to the expansive forces of the corroding embedded steel reinforcement.</p>

Civil/Structural Items			
CW Item No.	KLJ Item No	Repair Description	Comments
S1	1a	Repair Beam/Wall Connection <i>(continued)</i>	<p>We recommend modifying the original detail rather than simply repairing it in kind to provide better waterproofing and expansion joint seals. Our opinion of the repair cost is higher than the KLJ opinion due to recommended detail modifications and that the costs for excavation to access the joint and deterioration, as well as the replacement of adjacent pavements, was included in CW Item W1a (KLJ Item 1b) for the KLJ estimate and is included here for the Carl Walker estimate.</p> <p>Investigative excavations are also recommended prior to developing repair documents to better understand the conditions and degree of deterioration on the outside of the beam/wall connection. The condition of the post-tensioned cable anchorages can be inspected on a limited basis when exploratory excavations are performed. Potential costs for repairing the slab post-tensioned system are not included in KLJ's or WGI's opinion of probable construction costs and can vary significantly depending upon the extent of damage to the system, if any.</p>
S2	2a	Deck Repairs	This work was completed in 2017.
S3	2c	Crack Repair on Bottom of Deck and Garage Walls	Crack injection from the bottom side of the garage roof deck is not recommended and not always effective. Even when effective, the injected sealer may not fully fill and seal the entire depth of the crack, leaving paths for water to reach and corrode the reinforcing steel and post-tensioned strands. Waterproofing from the top side (see Item W3) is preferable.
S4	2d	Repair Cracks in Concrete Columns	Repair of the cracks in the concrete columns provides no structural benefit and is therefore not necessary. The cracks should be monitored for any changes in quantity, extent, or width.
S5	2f	Repair of Spalled Concrete	We agree with KLJ's assessment, recommendation, and opinion of cost for repairing concrete spalls in the garage deck, beams, and walls.
S6	2h	Crack Repairs in Garage Slab-on-Grade	The repair or sealing of the cracks in the floor of the garage is not required for a minimally reinforced slab-on-grade unless or until deterioration or a tripping hazard becomes evident.

<b>Waterproofing/Drainage Items</b>			
<b>CW Item No.</b>	<b>KLJ Item No.</b>	<b>Repair Description</b>	<b>Comments</b>
W1a	1b	Install Drain Tile Around Garage Perimeter	Sheet S1 of the original design drawings for the GTC indicates that a drain tile system was installed at the bottom of the foundation wall. An additional drain tile system at a higher elevation will not necessarily "minimize the migration of water through the joint." Careful attention to detailing the beam/wall connection repair, proper waterproofing, and proper selection and detailing of the deck expansion joint should be more functionally effective and cost effective than additional drain tile installation. See additional recommendations for Items W1b and W1c.
W1b		Install Expansion Joint Rated for Bus Traffic	The existing expansion joint seals at grade level around the perimeter of the garage roof deck are failing and are not rated to withstand bus traffic. The installation of a more appropriate expansion joint seal at the pavement to accommodate bus traffic should help significantly reduce the amount of water that reaches the garage roof beam-to-wall connection.
W1c		Waterproof Beam-to-Wall Joint	Repairing/replacing/maintaining the waterproofing along the outside of the beam and beam/wall joint is not only important for preventing water infiltration through the joint, but also for protecting the end anchorages for the post-tensioned slab system.
W2	2e	Repair Drainage Issues at Bottom of Ramp	We agree with KLJ's assessment, recommendations, and opinion of costs for replacing the trench drains at the bottom of the garage ramps, replacing the settled portion of ramp and damaged curbing.
W3a		Urethane/Epoxy Traffic Bearing Membrane at Pedestrian Walk Areas over the Garage.	Application of a urethane/epoxy traffic bearing membrane system should be considered to stop water infiltration through the garage roof deck as well as provide slip resistance. Latex overlay patching and crack sealing is considered a short-term solution and may not be completely effective. It is important to protect the concrete over the garage from water infiltration that can damage the post-tensioned concrete deck system. Application may be deferred, phased, or applied to limited areas depending upon success of overlay patching and crack sealing in stopping water infiltration.
W3b		Install Extra Heavy Duty Traffic Bearing Coating at Bus Traffic Areas over the Garage	

<b>Mechanical, Electrical, Plumbing, &amp; Fire Protection Items</b>			
<b>CW Item No.</b>	<b>KLJ Item No.</b>	<b>Repair Description</b>	<b>Comments</b>
MEP1	1c	Repair Deficiencies with Ventilation System	Items were not reviewed, but seem reasonable per KLJ's report.
MEP2	1d	Install Safety Guards on Air Compressors	
M2P3	1e	Replace FP Control Valve	
MEP4	2b	Exhaust Duct Relocation	This work was completed in 2017.
MEP5	3c	Lighting Improvements	Item was not reviewed, but seems reasonable per KLJ's report.

<b>Miscellaneous Items</b>			
<b>CW Item No.</b>	<b>KLJ Item No.</b>	<b>Repair Description</b>	<b>Comments</b>
M1	2g	Repair of CMU Walls	Carl Walker agrees that the cracked and damaged concrete masonry unit (CMU) walls at the stairwells and elevator shaft at the garage level should be repaired: Mortar joints should be routed and re-pointed and cracked CMU replaced. Costs may be higher than the KLJ opinion given the number of isolated repairs needed.
M2	3a	Install New Door Closers at Entry Doors	Items were not reviewed, but seem reasonable per KLJ's report.
M3	3b	Security Cameras Upgrade	
M4	3d	Reduce Window Glare	
M5	3e	Install Fence Around Greenspace	
M6	3f	Re-Direct Pedestrian Traffic at NW Exit	
M7	3g	Re-Direct Pedestrian Traffic at NE Corner of GTC Building	
M8	3h	Replace Doors at Hallway to Stairwell	
M9	3i	Install Fence Around Mechanical Equipment in Garage	

## LIMITATIONS

Deterioration of concrete, waterproofing and other aspects of existing structures will occur due to exposure to water, ultraviolet radiation, and wear/abrasion. Restoration and protection can be performed and the rate of further deterioration reduced. However, we cannot guarantee that further deterioration will not take place with continued service-related exposure. Effective ongoing maintenance can significantly reduce long-term repair and maintenance costs. Monitoring of the facility can assist in scheduling future maintenance.

Specific repair procedures are not part of this evaluation. This report defines items in need of repair and presents conceptual procedures. Construction documents are required to address all aspects of material selection and methods of repairs of the structure.

The evaluation and restoration of existing structures require that certain assumptions be made regarding existing conditions. Some of these assumptions may not be confirmed without expending additional sums of money and/or destroying otherwise adequate or serviceable portions of the structure. WGI cannot be held responsible for latent deficiencies, which may exist in the structure and have not been discovered within the scope of this evaluation.

If you have any questions regarding the above, please feel free to contact me at your convenience.

Sincerely,



William Mahler, AIA  
Manager – Restoration



Torrey L. Thompson  
Division Manager - Restoration

January 16, 2018

James Gilmour  
Director of Planning and Development  
City of Fargo Planning and Development Department  
200 3<sup>rd</sup> St. N.  
Fargo, North Dakota 58102

[JGilmour@cityoffargo.com](mailto:JGilmour@cityoffargo.com)

RE: Island Park Ramp Repairs  
Carl Walker Proposal No. R1-18-005

Dear Jim:

Carl Walker, a division of WGI (Carl Walker), is pleased to submit this proposal and letter agreement to provide professional engineering services to prepare repair documents and perform bidding and construction administration services on the Island Park Ramp, 500 1st Avenue South.

### **PROJECT UNDERSTANDING**

We understand the City of Fargo would like Carl Walker to provide professional engineering services to prepare repair documents and perform bidding and construction administration services at the Island Park Ramp (500 1st Avenue South).

Based on the evaluation report dated August 21, 2016 (issued on October 7, 2016), the following repairs are recommended for the structure:

*Island Park Ramp:* Repair recommendations consist of restoring damaged and deteriorated waterproofing systems, miscellaneous concrete and general repairs, and application of a protective sealer to the concrete surfaces. The proposed budget for the repair program is approximately \$195,000, which includes \$178,000 in base repairs plus a 10% project contingency, but excludes upgrading the security camera system.

Per your request, upgrading the security camera system in the garage may be included in this project. A review of the current cameras and recommendations with associated estimated costs for upgrading the system will be presented in the Preliminary Design phase of our services.

We will utilize Obermiller Nelson Engineering, Inc. (ONE) to assist with the camera upgrade assessment and design services, as required.



January 16, 2018

James Gilmour  
Director of Planning and Development  
City of Fargo Planning and Development Department  
200 3<sup>rd</sup> St. N.  
Fargo, North Dakota 58102

[JGilmour@cityoffargo.com](mailto:JGilmour@cityoffargo.com)

RE: Civic Center Ramp Repairs  
Carl Walker Proposal No. R1-18-006

Dear Jim:

Carl Walker, a division of WGI (Carl Walker), is pleased to submit this proposal and letter agreement to provide professional engineering services to prepare repair documents and perform bidding and construction administration services on the Civic Center Ramp, 411 2nd Avenue North.

### **PROJECT UNDERSTANDING**

We understand the City of Fargo would like Carl Walker to provide professional engineering services to prepare repair documents and perform bidding and construction administration services at the Civic Center Ramp (411 2nd Avenue North).

Based on the evaluation report dated August 1, 2016 (issued on October 7, 2016), the following repairs are recommended for the structure:

*Civic Ramp:* The Civic Center Ramp repairs include concrete and masonry repairs, general structure repairs, repair of existing waterproofing systems, and application of a protective sealer to the concrete deck surfaces. The proposed budget for the repairs is approximately \$396,000, which includes \$360,000 in base repairs plus a 10% project contingency, excluding the estimated costs for security cameras and lighting upgrades.

Per your request, upgrading the lighting system and the installation of a security camera system may be included in this project. The estimated costs for installing a security camera system will vary based on the number of cameras and its communications system. We would anticipate that lighting upgrades would add approximately an additional \$140,000 to \$200,000 to the budget depending upon whether new conduit runs or emergency power source modifications/upgrades are needed. An assessment of lighting upgrades and security camera needs, recommendations, and associated estimated costs will be presented in the Preliminary Design phase of our services.

We will utilize Obermiller Nelson Engineering, Inc. (ONE) to assist with the camera upgrade assessment and design services, as required.

## **PROJECT APPROACH**

Carl Walker proposes to perform the following scope of services:

### **Preliminary Design for Lighting Upgrade and Camera System**

The Preliminary Design phase will include developing options for lighting and camera layouts, equipment, and other system components. An opinion of probable costs will be presented for the recommended options.

### **Repair Document Preparation**

The Repair Document Preparation phase will include compilation of the plans, sections, and repair details, as well as technical specifications. Specific tasks will include:

- Review the parking garage requirements that may affect construction such as phasing of the work, noise restrictions, dust and fume control, vibration restrictions, service access, work hours, security, etc.
- Prepare repair drawings, including plans and details for the recommended repairs as outlined in our report issued on October 7, 2016. Provide plans for cameras and lighting upgrades if they are to be included.
- Prepare front end specifications to publicly bid the project and complete the work. The specifications will be based upon standard specifications provided by the City of Fargo.
- Prepare technical specifications to complete the work. These specifications will include recommended materials, preparation requirements, and installation requirements.
- Establish construction phasing criteria to minimize disruption to the garages during construction.
- Prepare bid forms that includes work items and projected repair quantities. Provide the construction documents to you in PDF format for your review and comment.

### **Bidding**

The Bidding phase will include the following services:

- Publicly advertise the project bidding as required by the City of Fargo.
- Assist with preparation of invitations to bid and distribute bidding documents.
- Conduct an on-site pre-bid meeting.
- Respond to contractor's technical questions during the bidding process and issue addenda, as necessary.
- Review submitted bids and provide a summary spreadsheet with comments and recommendations for the award of contract.

**Construction Administration**

The Construction Administration phase of this project will include the following tasks:

- Consult with the City of Fargo and coordinate necessary progress meetings.
- Attend an on-site pre-construction conference with the Contractor and Owner’s representative.
- Review Contractor submittals, procedural submittals, etc.
- Review Contractor’s pay requests, and assist in documentation of construction quantities where unit pricing is used.
- Visit the construction site to observe the progress and verify that, in general, the work complies with the intent of the plans and specifications. For each site visit a report will be prepared and submitted.
- Coordinate and chair periodic progress meetings during the site visit trips to review construction progress and address coordination issues with the City. Carl Walker anticipates 5 site visits / progress meetings during construction based upon a 10 to 12-week construction schedule. Additional site visits will be performed by our local partners as required to provide timely response.
- Perform a final punch list walk-through with the City and the contractor, and prepare a punch list of items requiring attention.

**SCHEDULE**

After we receive authorization to proceed, we will closely coordinate the project schedule with you to minimize interference with parking operations. The following project schedule has been developed based on the anticipated timeframes for the restoration project. Once the contract is accepted, the dates can be modified accordingly.

Task	Date Complete (Duration)
Notice to Proceed/Contract	February 1, 2018
Preliminary Design for Lighting and Camera System	March 1, 2018 (4 weeks)*
Prepare Repair Documents	April 15, 2018 (6 weeks)*
Bidding and Award	May 31, 2018 (6 weeks)
Construction Administration	August 31, 2018 (12 weeks)

*\*The schedule allows for some overlap of services anticipating that the preparation of repair documents can commence before the completion of the preliminary design work.*

**PROFESSIONAL FEES**

We propose to provide Engineering services for the repair of the Civic Center Ramp on a fixed fee, plus reimbursable expense basis.

**CARL WALKER, INC. FEES AND EXPENSES**

Work Phase	Professional Fees*			Estimated Expenses
	Base Repairs	Lighting Upgrades**	Security Cameras	
Preliminary Design for Lighting Upgrades and new Security Cameras		\$ 6,000	\$ 3,500	
Repair Document Preparation	\$ 14,000	\$ 7,200	\$ 3,500	\$ 1,500
Bidding	\$ 4,400	\$ 500	\$ 500	\$ 1,500
Construction Administration (7 site trips included)	\$ 17,600	\$ 2,500	\$ 1,500	\$ 7,000
<b>Total Fees and Expenses:</b>	<b>\$ 36,000</b>	<b>\$ 17,200</b>	<b>\$ 9,000</b>	<b>\$ 10,000</b>

\* Engineering fees for Lighting Upgrades and new Security Cameras are additional to the Base Repairs fees and are not stand-alone fees.

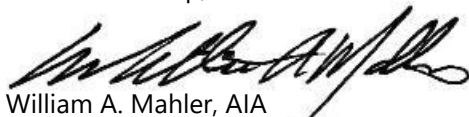
\*\*Excludes engineering fees for emergency power source modifications or upgrades.

Services will be invoiced monthly in accordance with Carl Walker's Construction Standard Terms and Conditions (attached) commensurate with the work performed in the prior month. Reimbursable expenses for each phase include normal travel, shipping, and reproduction.

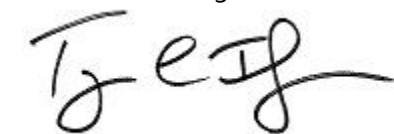
Trusting that this proposal and letter form of agreement meets with the City's acceptance, please have it executed where indicated below to serve as our agreement for these services.

Sincerely,

Wantman Group, Inc.



William A. Mahler, AIA  
Restoration Manager



Torrey L. Thompson  
Division Manager - Restoration

Encl: Standard Terms and Conditions

**ACCEPTED BY:**

**City of Fargo**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## WGI CONTRACT TERMS AND CONDITIONS

1. **Performance:** Wantman Group, Inc.'s ("WGI") services pursuant to this Agreement ("Services") will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. No other warranties, expressed or implied, are made with respect to WGI's performance of Services. WGI is not a guarantor of the Project for which its Services are directed, and its responsibility is limited to work performed for the Client. WGI is not responsible for acts or omissions of the Client, nor third parties not under its direct control. Client's acceptance of WGI's Services constitutes acceptance of these Terms and Conditions.

2. **Billing/Payments:** Invoices for WGI's Services and reimbursable expenses shall be submitted on a monthly basis. Payment shall be due on the date each invoice is received and shall be deemed delinquent 30 calendar days after issuance. Delinquent invoices shall accrue interest on the balance due at a rate of 18% per annum, or the highest interest rate allowable by law. Outstanding invoices delinquent beyond 45 calendar days may at WGI's election be deemed a notice to stop performance under this contract, and WGI may in that event suspend its Services until the invoice is paid, with no liability to WGI. Client shall make payment in full at or before delivery to Client of any reports, plans, record drawing, or certifications prepared under this Agreement. All attorneys' fees, court costs and/or expenses associated with collection of past due invoices will be paid by Client, whether or not suit is filed. Client's failure to timely pay any WGI invoice within 45 calendar days of issuance shall constitute a waiver of any and all claims against WGI. Retainers shall be credited on WGI's final invoice.

3. **Fees:** WGI's fees for its Services are set forth in WGI's Fee Schedule, which is attached as a separate exhibit to this Agreement or has otherwise been provided to Client. WGI's fees reflected in this Agreement exclude testing, permit fees, reproduction costs, and any service not reflected in this Agreement. All fees for Services are based on a one-time performance only. Additional Services and/or changes in service, whether field or office, shall be performed only after authorization by Client. Fees for changes and/or additional services are not included in this Agreement and shall be invoiced at the hourly rates quoted on WGI's current Fee Schedule.

4. **Reimbursable Expenses:** Direct costs including, without limitation, prints, copies, long distance phone calls, mileage, delivery service, etc., are not included in the above fees but shall be billed as Reimbursable Expenses at the rates set forth in WGI's Fee Schedule.

5. **Cost Estimates:** Client hereby acknowledges that WGI cannot warrant that estimates of probable construction or operating costs provided by WGI will not vary from actual costs incurred by Client.

6. **Storage:** Material samples not consumed in the performance of WGI's Services may be discarded 30 days after submission of the test report unless Client requests other disposition. After notification to Client, WGI may charge Client for extended storage of materials, records, or equipment.

7. **Indemnification:** Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the Services, except to the extent that any such claim, damage, loss, or expense is caused by the negligent act, omission, and/or strict liability of WGI.

## WGI CONTRACT TERMS AND CONDITIONS

**8. Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor WGI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project, WGI's Services, or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and WGI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

**9. Hazardous Materials:** WGI shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. WGI's Services expressly exclude any Services for Client involving or related in any manner to hazardous substances, and Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in any way related to the presence, discharge, release, or escape or contaminants or hazardous substance of any kind, or environmental liability of any nature, in any manner related to WGI's Services under this Agreement.

**10. LIMITATION OF LIABILITY:** To the fullest extent permitted by law, should WGI or any of its employees (professional or otherwise) be found to have been negligent in the performance of the Services, or to have made or breached any express or implied warranty, representation, or obligation under this Agreement, Client, all parties claiming through Client and all parties claiming to have in any way relied upon WGI's Services or the representations of the employees and agents of WGI agree that the maximum aggregate amount of the liability of WGI, its officers, employees and agents shall be limited to \$50,000.00 or the total amount of the fee actually paid to WGI for its Services performed with respect to the Project, whichever is greater.

In the event Client is unwilling or unable to limit WGI's liability in accordance with the provisions set forth in this subsection, Client may, upon written request of Client received within five days of Client's acceptance hereof, increase the limit of WGI's liability to a maximum of \$1,000,000.00 by agreeing to pay WGI a sum equivalent to an additional amount of 10% of the total fee, or \$10,000.00, whichever is greater, to be charged for WGI's Services. In the event professional fees increase during the Project, Client agrees to pay an additional 10% of said increase for the aforementioned higher limits on professional liability. This charge is not to be construed as being a charge for insurance of any type but is increased consideration for the greater liability involved. In any event, attorney's fees expended by WGI in connection with any claim shall reduce the amount available and only one such amount will apply to any Project.

If any of the above provisions of this paragraph is/are deemed invalid or unenforceable for any reason, WGI's liability shall not exceed the policy limits of any insurance policy providing coverage for WGI's Services on the Project. The provisions of this paragraph shall inure to the benefit of WGI's agents, representatives, consultants, officers, directors, and employees. WGI's agents, representatives, consultants, officers, directors, and employees shall be considered third-party beneficiaries for the purposes of this paragraph. The provisions of this paragraph shall survive the termination of this Agreement.

## WGI CONTRACT TERMS AND CONDITIONS

**11. Termination of Services:** Except in situations involving default for non-payment by Client to WGI, in the event of any default arising under this Agreement, the defaulting party shall be entitled to receive written notice specifying the default and the actions to be taken to cure the default. The party receiving the notice of default shall have 7 business days from the date of receipt of the notice to cure the specified default. In the event that the party fails to cure the specified default, the adverse party may declare a breach of this Agreement and terminate this Agreement upon serving a written notice of termination. In the event of such termination, Client shall pay WGI in full for all Services rendered up to the time of termination.

**12. Events of Default:** Client shall be in default under this Agreement if (i) it fails to pay in full any invoice from WGI on the due date or fails to make any other payment due to WGI under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspected, (v) it commences any voluntary or involuntary bankruptcy, reorganization, insolvency receivership, or other similar proceeding is commenced by or against Client, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

**13. Suspension of Services:** If the Project is suspended for more than thirty (30) calendar days in the aggregate, WGI shall be compensated for Services performed and charges incurred prior to such suspension and, upon resumption of services, WGI shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, WGI shall be entitled to an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, WGI may, at its option, terminate this Agreement upon giving notice in writing to Client.

**14. Ownership of Instruments of Service:** All plans, data, reports, drawings, specifications, maps, surveys, ideas, scripts, sketches, designs, CADD files, field data, notes, and other documents and instruments prepared by WGI or its subconsultants, whether such work product is tangible or intangible ("Instruments of Service") shall remain the sole and exclusive property of WGI until such time as Client makes full and final payment to WGI pursuant to the terms set forth in this Agreement, and until such time, Client shall not use, deliver, solicit, transmit, or otherwise employ the Instruments of Service, whether directly or indirectly, by any means or manner. Client understands that changes or modifications to the documents made by anyone other than WGI may result in adverse consequences which WGI can neither predict nor control. Therefore, Client agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless WGI from and against all claims, liabilities, losses, damages, and costs (including reasonable attorney's fees) arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by Client or others of the documents provided by WGI under this Agreement.

**15. Electronic Files:** Any electronic files provided are non-certified recordings of printed documents prepared by WGI. These files are provided only for the convenience of Client, or other Receiving Party, and are intended solely for the exclusive use by that party for the purposes expressly authorized. In accordance with standard industry practice, only printed copies of documents conveyed by WGI may be relied upon. Under no circumstances shall these files be used for construction or staking. Any use of the information obtained or derived from these electronic files will be at Client's, or other Receiving Party's, sole risk. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without

## WGI CONTRACT TERMS AND CONDITIONS

authorization of the data's creator, Client, or other Receiving Party, agrees that it has 30 days to perform acceptance tests, after which it shall be deemed to have accepted the data thus transferred.

**16. SUE Technical Standards:** Quality Level A information obtained by direct exposure of the existing utilities can greatly increase the level of confidence with respect to the location of underground utilities at a particular jobsite. Utility exposure (Quality Level A) permits three-dimensional measurements to be taken on utilities for accurate location at each test hole. The overall level of confidence with respect to the location of site utilities can be raised by increasing the number of test holes examined; however, WGI provides no guarantee of the location of utilities on the site other than at the locations where test holes have been established.

Quality Level B services include the horizontal, above ground detection, marking and mapping of underground utilities. Geophysical prospecting methods are used to indicate the presence and surface position of buried utilities. Utilities are identified and marked in the field in order to be surveyed and mapped. Quality Level B information should not be used for construction purposes, or where exact horizontal and vertical measurements are required.

The accuracy of Quality Level B designating information and depth of cover readings obtained by utilizing Geophysical and Ground Penetrating Radar equipment and techniques are subject to field and soil conditions beyond WGI's control.

WGI will make reasonable efforts to provide comprehensive and correct positional utility marks to the limits obtainable by the instrumentation used and the existing ground conditions; however, WGI provides no guarantee that all existing utilities on a particular site will be properly located using these methods.

Utilizing WGI's SUE services does not relieve any party from its obligation to contact the utility damage prevention system before digging begins. Utility marks placed on the ground by WGI are not to be used for construction purposes.

**17. Successors and Assigns:** Client shall not assign, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of WGI. Except where specifically stated otherwise in this Agreement, nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or WGI.

**18. Third Parties:** Except as expressly provided herein, nothing in this Agreement shall confer any right, remedy or claim upon any person or entity not a signatory to this Agreement.

**19. Corporate Protection:** WGI's performance of Services under this Agreement shall not subject WGI's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WGI, and not against any of WGI's employees, shareholders, officers, or directors.

**20. Severability and Survival:** If any term of this Agreement is to any extent held to be invalid or unenforceable, then such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating



## WGI CONTRACT TERMS AND CONDITIONS

responsibility or liability between Client and WGI shall survive the completion of WGI's Services hereunder and the termination of this Agreement.

**21. Merger and Amendment:** This Agreement constitutes the entire agreement between WGI and Client, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both WGI and Client.

**22. Applicable Law and Venue:** Unless otherwise specified, this Agreement shall be governed by the laws of the state in which the WGI office performing the services for the subject project is located. Venue for all disputes between the Parties arising from or relating to this Agreement shall lie exclusively in a court of competent jurisdiction in the county in which the WGI office performing the services for the subject project is located.

**23. Mediation:** All disputes between the Parties arising out of or relating to this Agreement shall be submitted to non-binding mediation as a condition precedent to litigation, unless the Parties mutually agree otherwise in writing.

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***THE FOLLOWING TERMS AND CONDITIONS SHALL ALSO APPLY  
FOR ALL PROJECTS INVOLVING CONSTRUCTION-RELATED SERVICES***

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**24. Construction Administration:** WGI's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Client of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. WGI shall provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for Construction.

**25. Construction Observation:** WGI, as a representative of the Client, shall visit the site at intervals appropriate to the stage of the Contractor's operations, (1) to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the work completed, (2) to endeavor to advise Client of defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, WGI shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work.

**26. General Contractor's Responsibilities for Construction and Jobsite Safety:** Neither the professional activities of WGI, nor the presence of WGI or its employees and subconsultants at a construction/Project site, shall impose any duty on WGI, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, supervising, and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. WGI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that the Contractor shall be solely responsible for jobsite and worker safety and agrees that this intent shall be carried out in

## WGI CONTRACT TERMS AND CONDITIONS

the Client's contract with the Contractor. Client also agrees that the Contractor shall defend and indemnify the Client, WGI and WGI's subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or relating to construction and jobsite safety. Client also agrees that Client, WGI and WGI's subconsultants shall be made additional insureds under the Contractor's policies of general liability insurance.

**27. Deviations from Contract Documents:** WGI shall report to the Client known deviations from the Contract Documents by the Contractor. However, WGI shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. WGI shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

**28. Certificates for Payment:** WGI shall review and certify the amounts due to Contractor and shall issue certificates for such amounts. Such certification for payment shall constitute a representation to the Client, based on WGI's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of WGI's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, (2) to results of subsequent tests and observations, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by WGI. The issuance of a Certificate of Payment shall not be a representation that WGI has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**29. Rejection of Work:** WGI shall have authority to reject Work that does not conform to the Contract Documents. Whenever WGI considers it necessary or advisable, WGI shall have authority to require observation or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of WGI nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of WGI to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**30. Submittals:** WGI shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. WGI's action shall be taken with such reasonable promptness as to cause no unreasonable delay in the Work or in the activities of the Client, Contractor or separate contractors, while allowing sufficient time in WGI's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of the Contractor as required by the Contract Documents. WGI's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by WGI, of any construction means, methods, techniques, sequences or

## WGI CONTRACT TERMS AND CONDITIONS

procedures. WGI's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**31. Contractor's Design Professionals:** If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, WGI shall specify appropriate performance and design criteria that such services must satisfy. Shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to WGI. WGI shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

**32. Change Orders:** WGI shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by WGI for the Client's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

**33. Submittals and Final Completion:** WGI shall conduct observations to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final observation indicating that the Work complies with the requirements of the Contract Documents.

**34. Interpretations and Decisions:** Interpretations and decisions of WGI shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, WGI shall endeavor to secure faithful performance by both Client and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

## **PROJECT APPROACH**

Carl Walker proposes to perform the following scope of services:

### **Preliminary Design for Camera System**

The Preliminary Design phase will include a review of the existing camera system to identify deficiencies and develop options for upgrades. An opinion of probable costs will be presented for the recommended options.

### **Repair Document Preparation**

The Repair Document Preparation phase will include compilation of the plans, sections, and repair details, as well as technical specifications. Specific tasks will include:

- Review the parking garage requirements that may affect construction such as phasing of the work, noise restrictions, dust and fume control, vibration restrictions, service access, work hours, security, etc.
- Prepare repair drawings, including plans and details for the recommended repairs as outlined in our report issued on October 7, 2016. Provide plans for camera upgrades if they are to be included.
- Prepare front end specifications to publicly bid the project and complete the work. The specifications will be based upon standard specifications provided by the City of Fargo.
- Prepare technical specifications to complete the work. These specifications will include recommended materials, preparation requirements, and installation requirements.
- Establish construction phasing criteria to minimize disruption to the garage during construction.
- Prepare a bid form that includes work items and projected repair quantities.
- Provide the construction documents to you in PDF format for your review and comment.

### **Bidding**

The Bidding phase will include the following services:

- Publicly advertise the project bidding as required by the City of Fargo.
- Assist with preparation of invitations to bid and distribute bidding documents.
- Conduct an on-site pre-bid meeting.
- Respond to contractor's technical questions during the bidding process and issue addenda, as necessary.
- Review submitted bids and provide a summary spreadsheet with comments and recommendations for the award of contract.

**Construction Administration**

The Construction Administration phase of this project will include the following tasks:

- Consult with the City of Fargo and coordinate necessary progress meetings.
- Attend an on-site pre-construction conference with the Contractor and Owner’s representative.
- Review Contractor submittals, procedural submittals, etc.
- Review Contractor’s pay requests, and assist in documentation of construction quantities where unit pricing is used.
- Visit the construction site to observe the progress and verify that, in general, the work complies with the intent of the plans and specifications. For each site visit a report will be prepared and submitted.
- Coordinate and chair periodic progress meetings during the site visit trips to review construction progress and address coordination issues with the City. Carl Walker anticipates 3 site visits / progress meetings during construction based upon an 8-week construction schedule. Additional site visits will be performed by our local partners as required to provide timely response.
- Perform a final punch list walk-through with the City and the contractor, and prepare a punch list of items requiring attention.

**SCHEDULE**

After we receive authorization to proceed, we will closely coordinate the project schedule with you to minimize interference with parking operations. The following project schedule has been developed based on the anticipated timeframes for the restoration project. Once the contract is accepted, the dates can be modified accordingly.

Task	Date Complete (Duration)
Notice to Proceed/Contract	February 1, 2018
Preliminary Design for Camera System	February 22, 2018 (3 weeks)*
Prepare Repair Documents	March 30, 2018 (5 weeks)*
Bidding and Award	May 15, 2018 (6 weeks)
Construction Administration	July 15, 2018 (8 weeks)

*\*The schedule allows for some overlap of services anticipating that the preparation of repair documents can commence before the completion of the preliminary design work.*

**PROFESSIONAL FEES**

We propose to provide Engineering services for the repair of the Island Park Ramp on a fixed fee, plus reimbursable expense basis.

**CARL WALKER, INC. FEES AND EXPENSES**

Work Phase	Professional Fees		Estimated Expenses
	Base Repairs	Camera Upgrades	
Preliminary Design for Camera Upgrades		\$ 3,000	
Repair Document Preparation	\$ 11,000	\$ 2,500	\$ 1,500
Bidding	\$ 4,400	\$ 500	\$ 1,500
Construction Administration (5 site trips included)	\$ 11,600	\$ 1,500	\$ 5,000
<b>Total Fees and Expenses:</b>	<b>\$ 27,000</b>	<b>\$ 7,500</b>	<b>\$ 8,000</b>

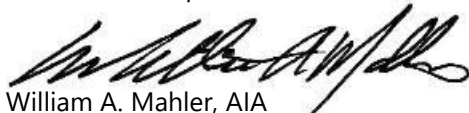
\* Engineering fees for Camera Upgrades are additional to the Base Repairs fees and are not stand-alone fees.

Services will be invoiced monthly in accordance with Carl Walker's Construction Standard Terms and Conditions (attached) commensurate with the work performed in the prior month. Reimbursable expenses for each phase include normal travel, shipping, and printing costs.

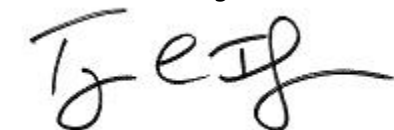
Trusting that this proposal and letter form of agreement meets with the City's acceptance, please have it executed where indicated below to serve as our agreement for these services.

Sincerely,

Wantman Group, Inc.



William A. Mahler, AIA  
Restoration Manager



Torrey L. Thompson  
Division Manager - Restoration

Encl: Standard Terms and Conditions

**ACCEPTED BY:**

**City of Fargo**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## WGI CONTRACT TERMS AND CONDITIONS

**1. Performance:** Wantman Group, Inc.'s ("WGI") services pursuant to this Agreement ("Services") will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. No other warranties, expressed or implied, are made with respect to WGI's performance of Services. WGI is not a guarantor of the Project for which its Services are directed, and its responsibility is limited to work performed for the Client. WGI is not responsible for acts or omissions of the Client, nor third parties not under its direct control. Client's acceptance of WGI's Services constitutes acceptance of these Terms and Conditions.

**2. Billing/Payments:** Invoices for WGI's Services and reimbursable expenses shall be submitted on a monthly basis. Payment shall be due on the date each invoice is received and shall be deemed delinquent 30 calendar days after issuance. Delinquent invoices shall accrue interest on the balance due at a rate of 18% per annum, or the highest interest rate allowable by law. Outstanding invoices delinquent beyond 45 calendar days may at WGI's election be deemed a notice to stop performance under this contract, and WGI may in that event suspend its Services until the invoice is paid, with no liability to WGI. Client shall make payment in full at or before delivery to Client of any reports, plans, record drawing, or certifications prepared under this Agreement. All attorneys' fees, court costs and/or expenses associated with collection of past due invoices will be paid by Client, whether or not suit is filed. Client's failure to timely pay any WGI invoice within 45 calendar days of issuance shall constitute a waiver of any and all claims against WGI. Retainers shall be credited on WGI's final invoice.

**3. Fees:** WGI's fees for its Services are set forth in WGI's Fee Schedule, which is attached as a separate exhibit to this Agreement or has otherwise been provided to Client. WGI's fees reflected in this Agreement exclude testing, permit fees, reproduction costs, and any service not reflected in this Agreement. All fees for Services are based on a one-time performance only. Additional Services and/or changes in service, whether field or office, shall be performed only after authorization by Client. Fees for changes and/or additional services are not included in this Agreement and shall be invoiced at the hourly rates quoted on WGI's current Fee Schedule.

**4. Reimbursable Expenses:** Direct costs including, without limitation, prints, copies, long distance phone calls, mileage, delivery service, etc., are not included in the above fees but shall be billed as Reimbursable Expenses at the rates set forth in WGI's Fee Schedule.

**5. Cost Estimates:** Client hereby acknowledges that WGI cannot warrant that estimates of probable construction or operating costs provided by WGI will not vary from actual costs incurred by Client.

**6. Storage:** Material samples not consumed in the performance of WGI's Services may be discarded 30 days after submission of the test report unless Client requests other disposition. After notification to Client, WGI may charge Client for extended storage of materials, records, or equipment.

**7. Indemnification:** Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the Services, except to the extent that any such claim, damage, loss, or expense is caused by the negligent act, omission, and/or strict liability of WGI.

## WGI CONTRACT TERMS AND CONDITIONS

**8. Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor WGI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project, WGI's Services, or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and WGI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

**9. Hazardous Materials:** WGI shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. WGI's Services expressly exclude any Services for Client involving or related in any manner to hazardous substances, and Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in any way related to the presence, discharge, release, or escape or contaminants or hazardous substance of any kind, or environmental liability of any nature, in any manner related to WGI's Services under this Agreement.

**10. LIMITATION OF LIABILITY:** To the fullest extent permitted by law, should WGI or any of its employees (professional or otherwise) be found to have been negligent in the performance of the Services, or to have made or breached any express or implied warranty, representation, or obligation under this Agreement, Client, all parties claiming through Client and all parties claiming to have in any way relied upon WGI's Services or the representations of the employees and agents of WGI agree that the maximum aggregate amount of the liability of WGI, its officers, employees and agents shall be limited to \$50,000.00 or the total amount of the fee actually paid to WGI for its Services performed with respect to the Project, whichever is greater.

In the event Client is unwilling or unable to limit WGI's liability in accordance with the provisions set forth in this subsection, Client may, upon written request of Client received within five days of Client's acceptance hereof, increase the limit of WGI's liability to a maximum of \$1,000,000.00 by agreeing to pay WGI a sum equivalent to an additional amount of 10% of the total fee, or \$10,000.00, whichever is greater, to be charged for WGI's Services. In the event professional fees increase during the Project, Client agrees to pay an additional 10% of said increase for the aforementioned higher limits on professional liability. This charge is not to be construed as being a charge for insurance of any type but is increased consideration for the greater liability involved. In any event, attorney's fees expended by WGI in connection with any claim shall reduce the amount available and only one such amount will apply to any Project.

If any of the above provisions of this paragraph is/are deemed invalid or unenforceable for any reason, WGI's liability shall not exceed the policy limits of any insurance policy providing coverage for WGI's Services on the Project. The provisions of this paragraph shall inure to the benefit of WGI's agents, representatives, consultants, officers, directors, and employees. WGI's agents, representatives, consultants, officers, directors, and employees shall be considered third-party beneficiaries for the purposes of this paragraph. The provisions of this paragraph shall survive the termination of this Agreement.



## WGI CONTRACT TERMS AND CONDITIONS

**11. Termination of Services:** Except in situations involving default for non-payment by Client to WGI, in the event of any default arising under this Agreement, the defaulting party shall be entitled to receive written notice specifying the default and the actions to be taken to cure the default. The party receiving the notice of default shall have 7 business days from the date of receipt of the notice to cure the specified default. In the event that the party fails to cure the specified default, the adverse party may declare a breach of this Agreement and terminate this Agreement upon serving a written notice of termination. In the event of such termination, Client shall pay WGI in full for all Services rendered up to the time of termination.

**12. Events of Default:** Client shall be in default under this Agreement if (i) it fails to pay in full any invoice from WGI on the due date or fails to make any other payment due to WGI under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspected, (v) it commences any voluntary or involuntary bankruptcy, reorganization, insolvency receivership, or other similar proceeding is commenced by or against Client, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

**13. Suspension of Services:** If the Project is suspended for more than thirty (30) calendar days in the aggregate, WGI shall be compensated for Services performed and charges incurred prior to such suspension and, upon resumption of services, WGI shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, WGI shall be entitled to an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, WGI may, at its option, terminate this Agreement upon giving notice in writing to Client.

**14. Ownership of Instruments of Service:** All plans, data, reports, drawings, specifications, maps, surveys, ideas, scripts, sketches, designs, CADD files, field data, notes, and other documents and instruments prepared by WGI or its subconsultants, whether such work product is tangible or intangible ("Instruments of Service") shall remain the sole and exclusive property of WGI until such time as Client makes full and final payment to WGI pursuant to the terms set forth in this Agreement, and until such time, Client shall not use, deliver, solicit, transmit, or otherwise employ the Instruments of Service, whether directly or indirectly, by any means or manner. Client understands that changes or modifications to the documents made by anyone other than WGI may result in adverse consequences which WGI can neither predict nor control. Therefore, Client agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless WGI from and against all claims, liabilities, losses, damages, and costs (including reasonable attorney's fees) arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by Client or others of the documents provided by WGI under this Agreement.

**15. Electronic Files:** Any electronic files provided are non-certified recordings of printed documents prepared by WGI. These files are provided only for the convenience of Client, or other Receiving Party, and are intended solely for the exclusive use by that party for the purposes expressly authorized. In accordance with standard industry practice, only printed copies of documents conveyed by WGI may be relied upon. Under no circumstances shall these files be used for construction or staking. Any use of the information obtained or derived from these electronic files will be at Client's, or other Receiving Party's, sole risk. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without

## WGI CONTRACT TERMS AND CONDITIONS

authorization of the data's creator, Client, or other Receiving Party, agrees that it has 30 days to perform acceptance tests, after which it shall be deemed to have accepted the data thus transferred.

**16. SUE Technical Standards:** Quality Level A information obtained by direct exposure of the existing utilities can greatly increase the level of confidence with respect to the location of underground utilities at a particular jobsite. Utility exposure (Quality Level A) permits three-dimensional measurements to be taken on utilities for accurate location at each test hole. The overall level of confidence with respect to the location of site utilities can be raised by increasing the number of test holes examined; however, WGI provides no guarantee of the location of utilities on the site other than at the locations where test holes have been established.

Quality Level B services include the horizontal, above ground detection, marking and mapping of underground utilities. Geophysical prospecting methods are used to indicate the presence and surface position of buried utilities. Utilities are identified and marked in the field in order to be surveyed and mapped. Quality Level B information should not be used for construction purposes, or where exact horizontal and vertical measurements are required.

The accuracy of Quality Level B designating information and depth of cover readings obtained by utilizing Geophysical and Ground Penetrating Radar equipment and techniques are subject to field and soil conditions beyond WGI's control.

WGI will make reasonable efforts to provide comprehensive and correct positional utility marks to the limits obtainable by the instrumentation used and the existing ground conditions; however, WGI provides no guarantee that all existing utilities on a particular site will be properly located using these methods.

Utilizing WGI's SUE services does not relieve any party from its obligation to contact the utility damage prevention system before digging begins. Utility marks placed on the ground by WGI are not to be used for construction purposes.

**17. Successors and Assigns:** Client shall not assign, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of WGI. Except where specifically stated otherwise in this Agreement, nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or WGI.

**18. Third Parties:** Except as expressly provided herein, nothing in this Agreement shall confer any right, remedy or claim upon any person or entity not a signatory to this Agreement.

**19. Corporate Protection:** WGI's performance of Services under this Agreement shall not subject WGI's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WGI, and not against any of WGI's employees, shareholders, officers, or directors.

**20. Severability and Survival:** If any term of this Agreement is to any extent held to be invalid or unenforceable, then such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating

## WGI CONTRACT TERMS AND CONDITIONS

responsibility or liability between Client and WGI shall survive the completion of WGI's Services hereunder and the termination of this Agreement.

**21. Merger and Amendment:** This Agreement constitutes the entire agreement between WGI and Client, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both WGI and Client.

**22. Applicable Law and Venue:** Unless otherwise specified, this Agreement shall be governed by the laws of the state in which the WGI office performing the services for the subject project is located. Venue for all disputes between the Parties arising from or relating to this Agreement shall lie exclusively in a court of competent jurisdiction in the county in which the WGI office performing the services for the subject project is located.

**23. Mediation:** All disputes between the Parties arising out of or relating to this Agreement shall be submitted to non-binding mediation as a condition precedent to litigation, unless the Parties mutually agree otherwise in writing.

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***THE FOLLOWING TERMS AND CONDITIONS SHALL ALSO APPLY  
FOR ALL PROJECTS INVOLVING CONSTRUCTION-RELATED SERVICES***

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**24. Construction Administration:** WGI's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Client of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. WGI shall provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for Construction.

**25. Construction Observation:** WGI, as a representative of the Client, shall visit the site at intervals appropriate to the stage of the Contractor's operations, (1) to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the work completed, (2) to endeavor to advise Client of defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, WGI shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work.

**26. General Contractor's Responsibilities for Construction and Jobsite Safety:** Neither the professional activities of WGI, nor the presence of WGI or its employees and subconsultants at a construction/Project site, shall impose any duty on WGI, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, supervising, and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. WGI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that the Contractor shall be solely responsible for jobsite and worker safety and agrees that this intent shall be carried out in

## WGI CONTRACT TERMS AND CONDITIONS

the Client's contract with the Contractor. Client also agrees that the Contractor shall defend and indemnify the Client, WGI and WGI's subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or relating to construction and jobsite safety. Client also agrees that Client, WGI and WGI's subconsultants shall be made additional insureds under the Contractor's policies of general liability insurance.

**27. Deviations from Contract Documents:** WGI shall report to the Client known deviations from the Contract Documents by the Contractor. However, WGI shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. WGI shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

**28. Certificates for Payment:** WGI shall review and certify the amounts due to Contractor and shall issue certificates for such amounts. Such certification for payment shall constitute a representation to the Client, based on WGI's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of WGI's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, (2) to results of subsequent tests and observations, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by WGI. The issuance of a Certificate of Payment shall not be a representation that WGI has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**29. Rejection of Work:** WGI shall have authority to reject Work that does not conform to the Contract Documents. Whenever WGI considers it necessary or advisable, WGI shall have authority to require observation or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of WGI nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of WGI to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**30. Submittals:** WGI shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. WGI's action shall be taken with such reasonable promptness as to cause no unreasonable delay in the Work or in the activities of the Client, Contractor or separate contractors, while allowing sufficient time in WGI's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of the Contractor as required by the Contract Documents. WGI's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by WGI, of any construction means, methods, techniques, sequences or

## WGI CONTRACT TERMS AND CONDITIONS

procedures. WGI's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**31. Contractor's Design Professionals:** If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, WGI shall specify appropriate performance and design criteria that such services must satisfy. Shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to WGI. WGI shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

**32. Change Orders:** WGI shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by WGI for the Client's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

**33. Submittals and Final Completion:** WGI shall conduct observations to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final observation indicating that the Work complies with the requirements of the Contract Documents.

**34. Interpretations and Decisions:** Interpretations and decisions of WGI shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, WGI shall endeavor to secure faithful performance by both Client and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.