



AGENDA
CITY COMMISSION
JULY 7, 2026
ED "BOSH" FROEHLICH MEETING ROOM
MANDAN CITY HALL
5:30 PM
WWW.CITYOFMANDAN.COM

The public may access the LIVE meeting at:

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Government Access (Midcontinent) cable channels 2 & 602 HD Streaming LIVE at: tinyURL.com/FreeTV-602 and on Roku or Apple TV

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A. ROLL CALL

1. Roll call of all City Commissioners

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. Construction Project Updates
2. Quarterly Employee Anniversary Recognition
3. July 4 Festivities Recap

D. PUBLIC COMMENT

E. APPROVAL OF AGENDA

F. MINUTES

1. Consider approval of the June 16, 2026 Board of City Commission Meeting Minutes
2. Consider approval of the June 30, 2026 Board of City Commission Potential Quorum Meeting Minutes

3. Consider approval of the June 30, 2026 Board of City Commission Special Meeting Minutes
4. *Consider approval of the July 6, 2026 Board of City Commission Special Meeting Minutes*

G. PUBLIC HEARING

H. BIDS

1. Consider South Side Reservoir Coating project bids

I. CONSENT AGENDA

1. Consider Abatements
 - a. Hermanson Abatement
2. Consider change orders 1 & 2 for the 1st Street Reconstruction Project, Street Improvement District 236
3. Consider a final plat for School District 8th Addition
4. Capital Credit Union - Request to be designated a depository of public funds
5. Consider Flex PACE letter of support for financing of a new building for Ideal Image Dentistry
6. Consider Flex PACE letter of support for financing of storefront property for The Juice Co., LLC
7. Consider the 2026 budget amendment and contract Amendment 3, with Interstate Engineering for planning department assistance
8. Consider task orders for 10-year capital improvement planning
9. Consider task order with HDR for the design of Riverwood Ave SE, 2026-02
10. Consider approval of ICON Architectural Group Draft Contract for the Morton Mandan Public Library Makerspace Project
11. *Consider approval of a gaming site authorization for North Dakota FNRA State Fund Committee LLC at Baymont Inn & Suites on October 23, 2026*

J. OLD BUSINESS

K. NEW BUSINESS

1. Consider an Engineering Service Agreement with AE2S for the design of the Wastewater Treatment Facility project
2. Request for Authorization to Advertise for Bids – Landfill Cell Excavation Project

L. RESOLUTIONS AND ORDINANCES

1. Second consideration of Ordinance 1485, a zone change from Agriculture and CA - Commercial to R7 and R3.2 (Residential), CA and CC (Commercial) for School District 8th Add.

M. OTHER BUSINESS

1. Consider entering into executive session pursuant to North Dakota Century Code § 44-04-19.2 to discuss contract negotiating strategy relating to AUD LOT J OF SW 1/4 SW 1/4 (LESS LOT 2 OF J & LESS LOT 3 OF LOT J .06 AC) 11.22 ACRES (11625) Section 15, Township 139, Range 81, Morton County, North Dakota

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- - Tuesday, July 21, 2026 at 5:30 p.m.
 - Tuesday, August 4, 2026 at 5:30 p.m.
 - Tuesday, August 18, 2026 at 5:30 p.m.

O. ADJOURN



City Commission

Agenda Documentation

MEETING DATE: July 7, 2026
PREPARATION DATE: June 23, 2026
SUBMITTING DEPARTMENT: HR
DEPARTMENT DIRECTOR: Amy Berger
PRESENTER: Amy Berger, HR Director
SUBJECT: Quarterly Employee Anniversary Recognition

STATEMENT/PURPOSE:

To recognize work anniversaries of quarter two.

BACKGROUND/ALTERNATIVES:

Employees who have completed three, five, ten, fifteen, twenty, twenty-five, thirty, thirty-five, forty, forty-five, or fifty years of employment with the City will be recognized and receive a service award each quarter.

3 years:

Daniel Hampton - Police Officer
Nathaniel Eckroth - Equipment Operator II
Ty Kruger - Assistant Wastewater Plant Superintendent
Jerad Johnson - Utility Operator I
Neil Lalej - Utility Operator I
Mareik Grzadzieleski - Public Works Laborer

5 years:

Samuel Hay - PT Firefighter
Carter Kilen - PT Firefighter
Ethan Eckholm - Public Services Coordinator - Library

10 Years:

Wiley Irvine - Utility Operator III

15 years:

Matthew Bauer - PT Firefighter
Susan Harmon - Technical Services/Circulation Associate - Library

20 years:

Andrew Beck - Fire Captain

James Steinman - Landfill Crew Supervisor

The City of Mandan would like to congratulate the following employees for their years of service. These employees will also be receiving an email on Wednesday to redeem their service award gift.

ATTACHMENTS:

None

FISCAL IMPACT:

Six employees were awarded three years of service recognition gift not to exceed twenty-five dollars.

Three employees were awarded five years of service recognition gift not to exceed a value fifty dollars.

One employee was awarded ten years of service recognition gift not to exceed a value of one hundred dollars.

Two employees were awarded fifteen years of service recognition gift not to exceed a value of one hundred and fifty dollars.

Two employees were awarded twenty years of service recognition gift not to exceed a value of two hundred dollars.

The total fiscal impact of the second quarter will be \$1,100

STAFF IMPACT:

NA

LEGAL REVIEW:

NA

RECOMMENDATION:

Recognition only. No action required.

SUGGESTED MOTION:

Recognition only. No action required.

The Mandan City Commission met in regular session at 5:30 PM on June 16, 2026 in the Ed “Bosh” Froehlich Meeting Room at City Hall, Mandan, North Dakota. Mayor Froelich called the meeting to order.

A. ROLL CALL

1. *Roll call of all City Commissioners.* Those present were Dennis Rohr, James Froelich, Craig Sjoberg, Ryan Heinsohn. Department heads present were City Administrator Neubauer, Finance Director Welch, Assistant Finance Director Schulz, Assessor Markley, Human Resource Director Berger, City Engineer Wigness, Police Chief Ziegler, Captain Haug, Building Official Singer, Fire Chief Bitz, Public Works Director O'Keefe, Business Development & Communications Director Cermak, Contracted Planner Laqua, Communications Specialist Schmidt, CIS Manager Mischel, Administrative Assistant Newman, and Attorney Oster.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

1. *Construction Project Updates.* City Engineer Wigness presented.
2. *New Employee Introductions - Assessing Department, Grayson Erling & Chuck Brandner.* City Assessor Markley presented.
3. *Buggies-N-Blues Recap & July 4 Festivities.* Mandan Progress Organization Executive Director Matt Schanandore presented.
4. *Fire Department Pinning & Award Ceremony/Commissioner Rohr Open House.* Fire Chief Bitz presented.
5. *General Safety Planning.* Police Captain Pat Haug presented.

D. PUBLIC COMMENT No public comments were received prior to the start of the meeting.

E. APPROVAL OF AGENDA Commissioner Heinsohn moved and Commissioner Rohr seconded to approve, contingent on the addition of a pause on special event permits discussion to New Business. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Braun. The motion passed.

F. MINUTES

1. *Consider approval of the June 2, 2026 Board of City Commission Meeting Minutes.* Commissioner Sjoberg moved and Commissioner Rohr seconded to approve. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Braun. The motion passed.

G. PUBLIC HEARING

1. *Consider a preliminary plat for Keidels South Heart Terrace 5th Addition.* Interim Planner Rachel LaQua and City Engineer Wigness presented. Mayor Froelich opened the public hearing and invited the public to come forward to comment. Abe Ulmer with Independent Land Surveying and Engineering Inc. spoke. Associate Real Estate Broker Will Gardner with Century 21 Morrison Realty spoke remotely. A second and third invitation for comment was given. Hearing none, the public hearing closed. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to move to deny the preliminary plat, zone change, and development agreement conditions as presented for Keidel's South Heart Terrace 5th Addition. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Braun. The motion passed.

H. BIDS

I. CONSENT AGENDA Commissioner Heinsohn removed items 6a and 6d. Commissioner Sjoberg removed item 2. Commissioner Rohr moved and Commissioner Sjoberg seconded to approve the Consent Agenda, including all subitems, with the exception of the suggestion to remove items 6a, 6d, and 2. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Braun. The motion passed.

1. *Consider approval of 2025 Records Disposal for the Assessing & Finance Departments.*

2. *Consider Memorial Highway change orders 39 and 40.* City Engineer Wigness presented.

Commissioner Rohr moved and Commissioner Sjoberg seconded to approve change orders 39 and 40, as presented. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Braun. The motion passed.

3. *Consider approval of monthly bills.*

4. *Consider a letter of support for the Coalition Against Bigger Trucks (CABT).*

5. *2026 Budget Amendment – Grounds Maintenance Toolcat Replacement.*

6. *Consider the following special event permits:*

a. *Silver Dollar 4th of July street dance.* Police Chief Ziegler and Corey Mohl with Silver Dollar Bar presented. Commissioner Heinsohn moved and Commissioner Rohr seconded to approve the special event permit for the Silver Dollar 4th of July street dance. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Braun. The motion passed.

b. *2026 Mandan Independence Day Celebrations.*

c. *Lyons Heart Gravel Classic.*

d. *Last Call Bar Street Dance and Beer Garden June 26, 2026 for McQuades softball weekend.* Police Chief Ziegler and Terry Sonnenberg with Last Call Bar presented. Commissioner Sjoberg moved and Commissioner Heinsohn seconded to approve the special event permit for the Last Call Bar Street Dance and Beer Garden June 26, 2026 for McQuades softball weekend. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Braun. The motion passed.

7. *Consider accepting transportation alternative grant funding for the 1806 Pedestrian Trail Project 2026-14, #1018.*

8. ~~*Consider approval of the new Class H liquor license application for 726 Services, LLC effective July 1, 2026.*~~

9. *Consider approval of the Class A liquor license renewal application for Lakewood Bar & Grill dba The Drink effective July 1, 2026.*

10. *Consider a mobile cigar sales permit for Big Stick Cigar Lounge at Mandan Police Department Cadet Explorers Golf Tournament on June 19, 2026.*

J. OLD BUSINESS

K. NEW BUSINESS

1. *Salary Study Report and Recommendation.* Human Resources Director Berger, Steve Condrey, Jan Hansford, and Greg Reece presented. Commissioner Rohr moved and Commissioner Sjoberg seconded to approve the compensation study, salary grading structure, and Open Range Salary Plan C as presented by Condrey & Associates, with implementation effective the first pay period of 2027 beginning December 27, 2026. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Braun. The motion passed. Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve a minimum employee increase of 3.5%, based on the March 2026 Employment Cost Index, to coincide

with implementation of the salary grading structure and Open Range Salary Plan C effective the first pay period of 2027 beginning December 27, 2026. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Braun. The motion passed. Commissioner Rohr moved and Commissioner Sjoberg seconded to approve the Compensation Market Alignment Policy as presented to provide guidance for future compensation decisions and support long-term budgeting and compensation planning. Roll Call vote: Aye 4, Nay 0, None, Absent Commissioner Braun. The motion passed.

2. *Emergency Water Main Replacement – Public Works Recommendation*

Location: 14th St NE & Collins Avenue. Public Works Director O'Keefe presented. Commissioner Heinsohn moved and Commissioner Rohr seconded to declare the water main replacement project at 14th Street NE and Collins Avenue, as emergency work due to ongoing infrastructure failure and impacts to commercial service reliability. This declaration is intended to expedite project delivery and reduce the duration of temporary water service to affected businesses, and does not waive competitive pricing requirements. Public Works will solicit at least three quotes from qualified contractors prior to awarding the project. I further move to approve a budget amendment of \$200,000 within the Water & Sewer Utility Fund (601.660.60317) to complete this emergency replacement. Project costs include specialized trenchless installation contractor services, temporary water service systems, traffic control and site safety measures, and restoration and contingencies associated with deep utility work. This project was not anticipated in the current budget due to the emergency nature of the failure and escalation beyond standard repair. I also move to approve proceeding with the proposed replacement and abandonment of the existing water main as presented. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Braun. The motion passed.

An additional item was added to New Business. Commissioner Heinsohn presented on the moratorium of Special Event Permits. Commissioner Heinsohn moved and Commissioner Sjoberg seconded to task City Administrator Neubauer with the creation of a special events committee, and to lift the moratorium on new applications upon first meeting of the committee, and setting the committee going forward. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Braun. The motion passed.

L. RESOLUTIONS AND ORDINANCES

1. *Second consideration of Ordinance 1487 to amend and re-enact Sections 24-1-2 of the Mandan Code of Ordinances, relating to traffic penalties.* Police Chief Ziegler presented. Commissioner Rohr moved and Commissioner Heinsohn seconded to approve the second consideration of Ordinance 1487 to amend and re-enact Sections 24-1-2 of the Mandan Code of Ordinances, relating to traffic penalties. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Braun. The motion passed.

M. OTHER BUSINESS

N. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- *Tuesday, July 7, 2026 at 5:30 p.m.*
- *Tuesday, July 21, 2026 at 5:30 p.m.*
- *Tuesday, August 4, 2026 at 5:30 p.m.*

.
O. ADJOURN There being no other business to come before the Board, the meeting was adjourned at

7:38 p.m.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners

City of Mandan
Minutes of June 30, 2026

A quorum of city commissioners was present for the Mandan Fire Department's pinning and awards ceremony, along with an open house for Commissioner Dennis Rohr, held at Fire Station 1, 110 Collins Ave, Tuesday, June 30, 2026, at 2:00 p.m. Commissioner Sjoberg, Commissioner Rohr, and Mayor Jim Froelich were in attendance.

James Neubauer
City Administrator

James Froelich, President
Board of City Commissioners

The Mandan City Commission met in special session at 9:30 AM on June 30, 2026 in the Veterans Conference Room at City Hall, Mandan, North Dakota. Mayor Froelich called the meeting to order.

A. ROLL CALL

1. *Roll call of all City Commissioners.* Those present were Dennis Rohr, James Froelich, Craig Sjoberg, Ryan Heinsohn. Department heads present were City Administrator Neubauer, CIS Manager Mischel, and Administrative Assistant Newman.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

D. APPROVAL OF AGENDA Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Braun. The motion passed.

E. NEW BUSINESS

1. *Consider suggested Commissioner portfolio assignments.* City Administrator Neubauer presented. Commissioner Rohr moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Braun. The motion passed.

2. *Consider approval of a gaming site authorization for Mandan Fastpitch Association at Powerhouse/501 Bar & Grill from July 1, 2026 to June 30, 2027.* City Administrator Neubauer presented. Commissioner Heinsohn moved and Commissioner Rohr seconded to approve. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Braun. The motion passed.

F. OTHER BUSINESS

G. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- *Tuesday, July 7, 2026 at 5:30 p.m.*
- *Tuesday, July 21, 2026 at 5:30 p.m.*
- *Tuesday, August 4, 2026 at 5:30 p.m.*

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H. ADJOURN There being no other business to come before the Board, the meeting was adjourned at 9:34 a.m.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners

The Mandan City Commission met in special session at 4:00 PM on July 6, 2026 in the Dykshoorn Conference Room at City Hall, Mandan, North Dakota. Mayor Froelich called the meeting to order.

A. ROLL CALL

1. *Roll call of all City Commissioners.* Those present were Heidi Belohlavek, James Froelich, Craig Sjoberg, Ryan Heinsohn. Department heads present were City Administrator Neubauer and Administrative Assistant Newman.

B. THE PLEDGE OF ALLEGIANCE

C. ANNOUNCEMENTS

D. APPROVAL OF AGENDA Commissioner Heinsohn moved and Commissioner Sjoberg seconded to approve. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Braun. The motion passed.

E. NEW BUSINESS

1. *Consider approval of a gaming site authorization at Mandan Eagles for July 1, 2026 to June 30, 2027.* City Administrator Neubauer presented. Commissioner Sjoberg moved and Commissioner Belohlavek seconded to approve. Roll Call vote: Aye 4, Nay 0 None, Absent Commissioner Braun. The motion passed.

F. OTHER BUSINESS

G. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS

- *Tuesday, July 7, 2026 at 5:30 p.m.*
- *Tuesday, July 21, 2026 at 5:30 p.m.*
- *Tuesday, August 4, 2026 at 5:30 p.m.*

H. ADJOURN There being no other business to come before the Board, the meeting was adjourned at 4:02 p.m.

James Neubauer
City Administrator

James Froelich
Board of City Commissioners



City Commission

Agenda Documentation

MEETING DATE: July 7, 2026
PREPARATION DATE: June 19, 2026
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider South Side Reservoir Coating project bids

STATEMENT/PURPOSE:

To consider and possibly approve awarding construction contracts for the South Side Reservoir Coating Project.

BACKGROUND/ALTERNATIVES:

Bids for the above referenced project were opened on Thursday, May 28, 2026. The Contractors submitted the required Bid Bonds, Contractor License, requested qualification materials, and signed their bids. The Bids were examined for errors and irregularities, and none were found. A bid tabulation is attached to this letter for your review.

Five (5) Contractors submitted bids for the Work. The apparent low bid for the project was Carr Coatings, LLC. with a total of \$163,450.00.

AE2S and the City have not worked with Carr Coatings, LLC. Qualifications statement and information on key personnel were reviewed, and it appears that Carr Coatings is qualified to perform this work. The total construction cost for the project would be \$163,450.00.

ATTACHMENTS:

1. Recommendation Letter
2. Bid Tab
3. Carr Coatings Bid Form & Attachments
4. Notice of Award

FISCAL IMPACT:

The total construction cost for the project is \$163,450.00. Construction will occur from

Summer 2026 – Fall 2026. The total construction cost is greater than the engineer's estimate of \$130,000.00. The Engineering department is recommending an amendment to increase the Water Treatment Plant budget by \$37,450 to account for the cost difference.

STAFF IMPACT:

Minimal.

LEGAL REVIEW:

This item has been reviewed as part of the agenda packet.

RECOMMENDATION:

To award Carr Coatings, LLC a contract for the South Side Reservoir Coating Project and to increase the Water Treatment Plant 2026 budget by \$37,450 to complete the work.

SUGGESTED MOTION:

I move to award Carr Coatings, LLC a contract for the South Side Reservoir Coating Project and to increase the Water Treatment Plant 2026 budget by \$37,450 to complete the work.



June 5, 2026

To the President and Commissioners
of the Mandan Board of City Commissioners
Jarek Wigness, PE
City Engineer
205 2nd Ave. NW
Mandan, ND 58554

Re: City of Mandan South Side Reservoir Coating – City Project No. 1062 Award Recommendation Letter

Honorable Commissioners:

Bids for the above referenced project were opened on Thursday, May 28, 2026. The Contractors submitted the required Bid Bonds, Contractor License, requested qualification materials, and signed their bids. The Bids were examined for errors and irregularities, and none were found. A bid tabulation is attached to this letter for your review.

Five (5) Contractors submitted bids for the Work. The low bid for the project is a total of \$163,450.00 and the apparent low bid is as follows:

- Contract No. 1 – General Construction
 - Carr Coatings, LLC
 - Bid Amount: \$163,450.00
 - Opinion of Cost: \$130,000.00

AE2S and the City have not worked with Carr Coatings, LLC. Qualifications statement and information on key personnel were reviewed, and it appears that Carr Coatings is qualified to perform this work. The total construction cost for the project would be \$163,450.00. This is an approximate increase of 25% to the Engineer's Estimate. The difference was reviewed and appears to be higher mobilization and labors partly associated with fuel prices.

AE2S recommends awarding Contract No. 1 to Carr Coatings, LLC. Attached to this letter are copies of the apparent low bidder's proposals, copies of the corresponding Bid Bonds, and the Notice of Award for Carr Coatings, LLC. for review and, if acceptable, approval.

After approval of the Notice of Award, please return the original to AE2S. We will forward the Notice of Award and Agreements to the apparent low bidders and return the bid bonds to all appropriate parties. The apparent low bidder is required to acknowledge their Awards, execute the Agreements (on their part), and return both with the required supporting documentation (Performance Bonds, insurance certificates, etc.) within 15 days. Upon receipt of the returned

City of Mandan
South Side Reservoir Coating
Recommendation to Award
June 5, 2026
Page 2 of 2



documentation, it will be reviewed and forwarded to you for review and final execution, if acceptable. Once the Agreements are fully executed, we will issue the Notices to Proceed.

Thank you for the continued opportunity to provide professional engineering services to the City of Mandan. Should you have any questions, comments, or concerns, please do not hesitate to contact us.

Sincerely,

AE2S

Tyler Fode PE
Senior Project Engineer

Attachments

1. Carr Coatings, LLC. Bid Form
2. Carr Coatings, LLC. Bid Attachment
3. Certified Bid Tabulation
4. C-510 Notice of Award

CC: Duane Friesz, City of Mandan (via email)
Laith Hintz, AE2S (via email)
Allie Fleck, AE2S (via email)



**South Side Reservoir Coating
City of Mandan
Mandan, North Dakota**

AE2S Project No. P00510-2026-002

Bid Opening Time: 10:00 AM CDT Date: Thursday, May 28, 2026

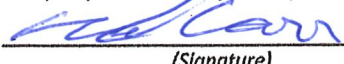
		Bid Sec Envelope		Bid Envelope		
Contractor		Acknowledge Addenda 1-2	Bid Bond	ND Contractor's License Completed Bidders Qualifications Statement	Completed Bid Form	
1	Classic Protective Coatings, Inc.	X	X	X	X	\$423,400.00
2	Color Dynamics, LLC	X	X	X	X	\$188,000.00
3	Viking Painting, LLC	X	X	X	X	\$583,200.00
4	TMI Coatings	X	X	X	X	\$197,700.00
5	Carr Coatings, LLC	X	X	X	X	\$163,450.00
6						
7						
8						
	Engineer's Estimate					\$130,000.00



Advanced Engineering and Environmental Services, LLC
1815 Schafer Street, Suite 301
Bismarck, ND 58501
Tel: 701-221-0530


Tyler Fode, PE

BID BOND (PENAL SUM FORM)

Bidder Name: Carr Coatings, LLC Address (principal place of business): 10845 US Hwy 212 Belle Fourche, SD 57717	Surety Name: Old Republic Surety Company Address (principal place of business): P. O. Box 1635 Milwaukee, WI 53201-1635
Owner Name: City of Mandan Address (principal place of business): 205 2nd Ave. NW Mandan, ND 58554	Bid Project (name and location): Mandan South Side Reservoir Coating Mandan, ND Bid Due Date: May 28, 2026
Bond Penal Sum: 5% Five Percent of Amount Bid Date of Bond: May 21, 2026	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Carr Coatings, LLC (Full formal name of Bidder)	Surety Old Republic Surety Company (Full formal name of Surety) (Corporate Seal)
By: <u></u> (Signature)	By: <u></u> (Signature) (Attach Power of Attorney)
Name: <u>Chad Carr</u> (Printed or typed)	Name: <u>Travis Gusso</u> (Printed or typed)
Title: <u>Member</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u></u> (Signature)	Attest: <u></u> (Signature)
Name: <u>Jessica Carr</u> (Printed or typed)	Name: <u>Jennifer Rinehart</u> (Printed or typed)
Title: <u>Witness</u>	Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

State of South Dakota

County of Lincoln

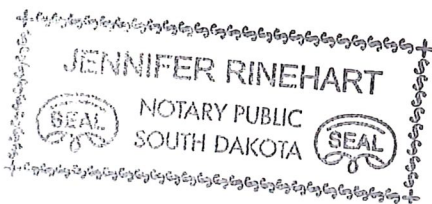
SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

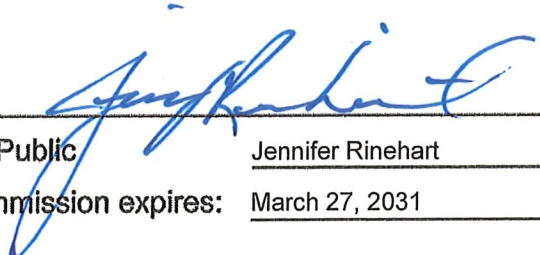
I, Jennifer Rinehart **Notary Public of** Lincoln **County, in the State of** South Dakota ,

do hereby certify that Travis Gusso **Attorney-in-Fact, of the** Old Republic Surety

Company **who is personally known to me to be the same person whose**
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Old Republic Surety Company **for the uses and purposes therein set forth.**

Given under my hand and notarial seal at my office in the City of Sioux Falls **in**
said County, this 21st **day of** May , 2026 .




Notary Public

Jennifer Rinehart

My Commission expires: March 27, 2031



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Travis Gusso

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

Principal: Carr Coatings, LLC

Obligee: City of Mandan

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 21st day of May, 2026.

Karen J. Haffner
Assistant Secretary

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000054133

CLASS: B

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Carr Coatings, LLC** whose address is in BELLE FOURCHE, SD, has filed in this office proper documents for a Contractor License valid until March 1, 2027, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

Carr Coatings, LLC is entitled to bid on and accept contracts as authorized by law under this license provided that any single contract project may not exceed \$500,000 in value.

Dated: February 6, 2026

A handwritten signature in black ink, reading "Michael Howe".

Michael Howe
Secretary of State

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Mandan
Attn: Jarek Wigness, City Engineer
205 2nd Avenue NW
Mandan, ND 58554

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. In one opaque and sealed envelope labeled as described in Article 14 of C-200
 - 1. Completed Bid Form
 - 2. Completed Qualification Statement
- B. In a second opaque and sealed envelope labeled in Article 14 of C-200:
 - 1. Required Bid security;
 - 2. North Dakota Contractor's license or Certificate of Renewal.
 - 3. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 - 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 163,450.00
--------------------	---------------

One Hundred Sixty-Three Thousand Four Hundred Fifty and NO/100

ARTICLE 4—

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
#1	05/08/2026
#2	05/15/2026

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Carr Coatings, LLC

(typed or printed name of organization)

By:



(individual's signature)

Name:

Chad Carr

(typed or printed)

Title:

Member

(typed or printed)

Date:

05/26/2026

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Jessica Carr

(typed or printed)

Title:

Witness

(typed or printed)

Date:

05/26/2026

(typed or printed)

Address for giving notices:

PO Box 159

Belle Fourche, SD 57717

Bidder's Contact:

Name:

Chad Carr

(typed or printed)

Title:

Member

(typed or printed)

Phone:

(605)641-8283

Email:

chad@carrcoatings.com

Address:

10845 US Hwy 212

PO Box 159

Belle Fourche, SD 57717

Bidder's Contractor License No.: (if applicable)

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Carr Coatings, LLC		
Corporate Office	10845 US Hwy 212, Belle Fourche, SD		
Name:	Chad Carr	Phone number:	(605)641-8283
Title:	Member	Email address:	chad@carrcoatings.com
Business address of corporate office:	10845 US Hwy 212 Belle Fourche, SD 57717		
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	2003	State in which Business was formed:	WY
Is this Business authorized to operate in the Project location?		☒ Yes ☐ No ☐ Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

ARTICLE 2—NOT USED

2.01 Not used.

ARTICLE 3—NOT USED

3.01 Not used.

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2025			2024			2023		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
Carr Coatings, LLC	1.2309	0		1.2189	0	16570	1.140	0	31304

ARTICLE 5—NOT USED

5.01 Not used.

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Gusso Surety Bonds	
Surety is a corporation organized and existing under the laws of the state of:	SD	

Is surety authorized to provide surety bonds in the Project location?		☒ Yes ☐ No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
☒ Yes ☐ No			
Mailing Address (principal place of business):	2913 E 57th St		
	Sioux Falls, SD 57108		
Physical Address (principal place of business):	2913 E. 57th St.		
	Sioux Falls, SD 57108		
Phone (main):	(605)339-7280	Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		
Insurance Provider	Type of Policy (Coverage Provided)	
Midwest Family Mutual Insurance Company	Commercial General Liability, Auto Liability, Umbrella Liability, Excess Liability	
Technology Insurance Company, Inc	SD Worker Compensation	
Certain Underwriters at Lloyd's, London	Pollution Liability	
Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?		☒ Yes ☐ No
Mailing Address (principal place of business):	Leavitt Heartland Insurance Group	
	2011 North Main Street	
	Spearfish, SD 57783	
Physical Address (principal place of business):	Leavitt Heartland Insurance Group	
	2011 North Main Street	
	Spearfish, SD 57783	
Phone (main):	(605)642-2624	Phone (claims):

ARTICLE 8—CONSTRUCTION EXPERIENCE

- 8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	8
Estimate of revenue for the current year:	\$1,450,000.00
Estimate of revenue for the previous year:	\$1,325,000.00

8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 20			
As a general contractor:	20	As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No			
Been released from a bid in the past 5 years? ☐ Yes ☒ No			
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No			
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

- 8.03 List all projects currently under contract in Schedule A and provide indicated information.
- 8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Certification of Business's safety performance if required by Paragraph 4.02.
 - C. Attachments providing additional information as required by Paragraph 8.02.
 - D. Schedule A (Current Projects) as required by Paragraph 8.03.
 - E. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
 - F. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
 - G. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Carr Coatings, LLC
(typed or printed name of organization)

By: 
(individual's signature)

Name: Chad Carr
(typed or printed)

Title: Member
(typed or printed)

Date: 05/26/2026
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Jessica Carr
(typed or printed)

Title: Witness
(typed or printed)

Address for giving notices:
PO Box 159
Belle Fourche, SD 57717

Designated Representative:

Name: Chad Carr
(typed or printed)

Title: Member
(typed or printed)

Address: 10845 US Hwy 212
PO Box 159
Belle Fourche, SD 57717

Phone: (605)723-2677

Email: chad@carrcoatings.com

Schedule A—Current Projects

Name of Organization		Carr Coatings, LLC	
Project Owner	Town of Broadus, MT	Project Name	Broadus Water Tank Improvements
General Description of Project Power wash concrete tank; Sandblast and recoat interior and exterior of 284,000 gallon steel water tank			
Project Cost	\$247,450.00	Date Project	May 2026
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Chad Carr		Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner	Chad Hanson	Engineer	Great West Engineering (406)652-5000
Designer			chanson@greatwesteng.com
Construction Manager			

Project Owner		City of Buffalo, WY	
General Description of Project		Rehabilitation of existing 600,000 gallon water tank. Replacing structural steel, sandblasting, recoat interior & exterior	
Project Cost	\$850,000.00	Date Project	July 2026
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name	Chad Carr		Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner	Julie Silbernagel	City Clerk	Buffalo, WY
Designer	Zane Green	Engineer	Morrison-Maierle Engineers (307)687-1812
Construction Manager			zgreen@m-m.net

Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			
Construction Manager			

Schedule B—Previous Experience with Similar Projects

Name of Organization		Carr Coatings, LLC	
Project Owner		City of Hardin, MT	
General Description of Project		Sandblast and recoat interior of 500,000 gallon concrete water tank	
Project Cost		\$254,300.00	
Key Project Personnel		Project Manager	
Name		Chad Carr	
Project Superintendent		Date Project	
Safety Manager		October 2025	
Quality Control Manager			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Title/Position	
Organization		Telephone	
Email			
Owner			
Designer		Matt Smith, PE	
Engineer		Stahly Engineering & Associates	
(406)601-4055		msmith@seaeng.com	
Construction Manager			
Project Owner			
City of Miles City, MT		Project Name	
Southgate Water Tank Rehabilitation			
General Description of Project		Prep and recoat interior and exterior of 220,000 gallon steel water tank	
Project Cost		\$315,850.00	
Date Project		September 2024	
Key Project Personnel		Project Superintendent	
Safety Manager			
Quality Control Manager			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Title/Position	
Organization		Telephone	
Email			
Owner		Tom Spealman	
Public Works Director		City of Miles City, MT	
(406)853-0844			
Designer			
Construction Manager			
Project Owner			
National Park Service Mt Rushmore National Monument		Project Name	
Renovate Existing Water Storage Tanks			
General Description of Project		Surface prep and recoat interior of 75,000, 125,000 and 500,000 gallon concrete water storage tanks	
Project Cost		\$1,184,000.00	
Date Project		May 2022-2023	
Key Project Personnel		Project Superintendent	
Safety Manager			
Quality Control Manager			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Name		Title/Position	
Organization		Telephone	
Email			
Owner		Julie Gavin	
Procurement Officer		NPS-MRNM	
(605)574-0501		julie_gavin@nps.gov	
Designer			
Construction Manager			

Schedule B—Previous Experience with Similar Projects

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			
Project Owner			
General Description of Project		Project Name	
Project Cost		Date Project	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager
Name			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
	Name	Title/Position	Organization
Owner			Telephone
Designer			Email
Construction Manager			

Schedule C—Key Individuals

Project Manager			
Name of individual		Chad Carr	
Years of experience as project manager		25	
Years of experience with this organization		25	
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Matt Reiffenberger	Name	Andrew Colling
Title/Position	Plant Manager	Title/Position	Public Works Project Manager
Organization	Minerals Technology Inc / ACC	Organization	City of Casper, WY
Telephone		Telephone	(307)235-8341
Email	matt.reiffenberger@mineralstech.com	Email	acolling@casperwy.gov
Project	Misc onsite contractor projects	Project	Misc water tank & WWTP projects
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

NOTICE OF AWARD

Date of Issuance: June 16, 2026
Owner: City of Mandan Owner's Project No.: 1062
Engineer: AE2S Engineer's Project No.: P00510-2026-002
Project: Mandan South Side Reservoir Coating
Contract Name: Contract No. 1 – General Construction
Bidder: Carr Coatings, LLC.
Bidder's Address: 10845 US Hwy 212, Belle Fourche, SD 57717

You are notified that Owner has accepted your Bid dated **May 28th, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for Contract No. 1 – General Construction - surface preparation and coating of City of Mandan's South side Reservoir.

The Contract Price of the awarded Contract is **\$163,450.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One (1) electronic unexecuted counterpart of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **one (1)** counterparts of the Agreement, signed by Bidder (as Contractor) in electronic digital format (PDF).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):
 - a. **Deliver current Workman's Compensation Certificate of Premium Paid.**
 - b. **Deliver Contractor's Certificate of North Dakota Income and Sales Tax Clearance.**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Mandan**

By (signature): _____

Name (printed): James Froelich

Title: Mayor

Copy: Engineer



City Commission

Agenda Documentation

MEETING DATE: July 7, 2026
PREPARATION DATE: June 10, 2026
SUBMITTING DEPARTMENT:
DEPARTMENT DIRECTOR:
PRESENTER:
SUBJECT:

STATEMENT/PURPOSE:

BACKGROUND/ALTERNATIVES:

ATTACHMENTS:
None

FISCAL IMPACT:

STAFF IMPACT:

LEGAL REVIEW:

RECOMMENDATION:

SUGGESTED MOTION:



City Commission

Agenda Documentation

MEETING DATE: July 7, 2026
PREPARATION DATE: June 10, 2026
SUBMITTING DEPARTMENT: Assessing
DEPARTMENT DIRECTOR: Kimberly Markley
PRESENTER: Kimberly Markley, City Assessor
SUBJECT: Abatements for Laura Hermanson at 2604 7th Ave NW

STATEMENT/PURPOSE:

To consider corrections to the 2024, 2025 and 2026 true and full values for property located at 2604 7th Ave NW, Mandan ND 58554

BACKGROUND/ALTERNATIVES:

This parcel is also known as parcel 65-6122620 with a legal description of Lot 2B of Lot 2, Block 2 Meadow Ridge 3rd Addition Replat of Lots 2-4 Block 2

During zone review, we discovered there was no basement in the property.

ATTACHMENTS:

1. redacted abatement forms

FISCAL IMPACT:

2024 All taxing entities=\$383.60, City Share=\$88.54
2025 All taxing entities=\$367.66, City Share=\$88.00
2026 All taxing entities=\$381.76, City Share=\$91.38

STAFF IMPACT:

NA

LEGAL REVIEW:

Submitted to City Attorney Oster

RECOMMENDATION:

I recommend a motion to recommend approval to the Morton County Commission of the 2024, 2025, and 2026 Abatement Applications for Laura Hermanson at 2604 7 Ave

NW.

SUGGESTED MOTION:

I move to recommend approval to the Morton County Commission of the 2024, 2025, and 2026 Abatement Applications for Laura Hermanson at 2604 7 Ave NW.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District CITY OF MANDAN
County of MORTON Property I.D. No. 65-6126260
Name HERMANSON/LAURA Telephone No. _____
Address 2604 7TH AVE NW, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOT 2B OF LOT 2 BLOCK 2 MEADOW RIDGE 3RD ADDITION REPLAT OF LOTS 2-4 BLOCK 2

Total true and full value of the property described above for the year 2021 is:

Land \$ 30,000
Improvements \$ 282,800
Total \$ 312,800
(1)

Total true and full value of the property described above for the year 2024 should be:

Land \$ 30,000
Improvements \$ 252,100
Total \$ 282,100
(2)

The difference of \$ 30,700 true and full value between (1) and (2) above is due to the following reason(s):

- ☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- ☐ 2. Residential or commercial property's true and full value exceeds the market value
- ☒ 3. Error in property description, entering the description, or extending the tax
- ☐ 4. Nonexisting improvement assessed
- ☐ 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- ☐ 6. Duplicate assessment
- ☐ 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- ☐ 8. Error in noting payment of taxes, taxes erroneously paid
- ☒ 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- ☐ 10. Other (explain) _____

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that

Correct property characteristics

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class B misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant)

Date

Signature of Applicant

Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____

City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. _____

Dated _____

County Auditor

Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

Application For Abatement Or Refund Of Taxes

Name of Applicant

County Auditor's File No.

Date Application Was Filed
With The County Auditor

Date County Auditor Mailed
Application to Township
Clerk or City Auditor

(must be within five business days of filing date)

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District CITY OF MANDAN
County of MORTON Property I.D. No. 65-6126260
Name HERMANSON/LAURA Telephone No. _____
Address 2604 7TH AVE NW, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOT 2B OF LOT 2 BLOCK 2 MEADOW RIDGE 3RD ADDITION REPLAT OF LOTS 2-4 BLOCK 2

Total true and full value of the property described above for the year 2025 is:

Land \$ 35,000
Improvements \$ 288,300
Total \$ 323,300
(1)

Total true and full value of the property described above for the year 2025 should be:

Land \$ 35,000
Improvements \$ 257,000
Total \$ 292,000
(2)

The difference of \$ 31,300 true and full value between (1) and (2) above is due to the following reason(s):

- ☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- ☐ 2. Residential or commercial property's true and full value exceeds the market value
- ☒ 3. Error in property description, entering the description, or extending the tax
- ☐ 4. Nonexisting improvement assessed
- ☐ 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- ☐ 6. Duplicate assessment
- ☐ 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- ☐ 8. Error in noting payment of taxes, taxes erroneously paid
- ☐ 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- ☐ 10. Other (explain) _____

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that Correct property characteristics

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) _____

Date _____

Signature of Applicant [Signature]

Date 6-10-26

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____

City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. _____

Dated _____

County Auditor

Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

Application For Abatement Or Refund Of Taxes

Name of Applicant

County Auditor's File No.

Date Application Was Filed
With The County Auditor

Date County Auditor Mailed
Application to Township
Clerk or City Auditor

(must be within five business days of filing date)

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District CITY OF MANDAN
County of MORTON Property I.D. No. 65-6126260
Name HERMANSON/LAURA Telephone No. _____
Address 2604 7TH AVE NW, MANDAN, ND 58554-0000

Legal description of the property involved in this application:

LOT 2B OF LOT 2 BLOCK 2 MEADOW RIDGE 3RD ADDITION REPLAT OF LOTS 2-4 BLOCK 2

Total true and full value of the property described above for the year 2026 is:

Land \$ 35,000
Improvements \$ 298,400
Total \$ 333,400
(1)

Total true and full value of the property described above for the year 2026 should be:

Land \$ 35,000
Improvements \$ 265,900
Total \$ 300,900
(2)

The difference of \$ 32,500 true and full value between (1) and (2) above is due to the following reason(s):

- ☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- ☐ 2. Residential or commercial property's true and full value exceeds the market value
- ☒ 3. Error in property description, entering the description, or extending the tax
- ☐ 4. Nonexisting improvement assessed
- ☐ 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- ☐ 6. Duplicate assessment
- ☐ 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- ☐ 8. Error in noting payment of taxes, taxes erroneously paid
- ☐ 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- ☐ 10. Other (explain) _____

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that Correct property characteristics

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) _____

Date _____

Signature of Applicant Laura Hermanson

Date 6-10-26

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____, _____
City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. _____

Dated _____

County Auditor

Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

**Application For Abatement
Or Refund Of Taxes**

Name of Applicant _____

County Auditor's File No. _____

Date Application Was Filed
With The County Auditor _____

Date County Auditor Mailed
Application to Township
Clerk or City Auditor _____

(must be within five business days of filing date)



City Commission

Agenda Documentation

MEETING DATE: July 7, 2026
PREPARATION DATE: June 29, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Riley McAdoo-Roesler, Assistant City Engineer
SUBJECT: Change Orders for 1st Street Reconstruction Project

STATEMENT/PURPOSE:

To consider and possibly approve change orders related to additional storm sewer work near the intersection of 1st St. and 6th Ave.

BACKGROUND/ALTERNATIVES:

During construction, the contractor encountered a clay tile storm sewer that was identified in the plans as PVC. The contractor had to perform additional work to install a PVC pipe into an existing utility hole. This work proved to be difficult due to the existing utility hole tie-in and the existing structure above the clay tile pipe.

ATTACHMENTS:

1. Change Order 2
2. Change Order 1
3. Time Extension Determination

FISCAL IMPACT:

The net increase of the change orders is \$33,473.81

STAFF IMPACT:

Minimal.

LEGAL REVIEW:

All documents have been made available to the City Attorney for review.

RECOMMENDATION:

To approve change orders 1 & 2 for the 1st Street Reconstruction Project.

City Commission

Agenda Documentation

July 7, 2026

Subject: Consider change orders 1 & 2 for the 1st Street Reconstruction Project, Street Improvement

District 236

Page 2 of 2

SUGGESTED MOTION:

I move to approve change orders 1 & 2 for the 1st Street Reconstruction Project.

**North Dakota Department of Transportation
Change Order**

Page 1 of 2

Change Order No: 2

Project: UGP-1-988(052)

PCN: 24136

SubProject: 2 STORM SEWER, WATERMAIN, SANITARY SEWER

County: Morton

For: GRADING, AGGREGATE BASE, PCC PAVEMENT, STORM SEWER, V

Contractor: SITEWORX EXCAVATION & DEVELOPMENT COMPAN

3100 N 14TH ST STE 1
BISMARCK, ND 58503-0793

Original Contract Amount:
\$5,042,074.08

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
NON-PARTICIPATING (MANDAN CITY FUNDS)								
714	6589	PIPE PVC 4IN DRAIN	LF	0.00	30.00	87.000	2,610.00	
DECREASE TO BID ITEM								
NON-PARTICIPATING (MANDAN CITY FUNDS)								
722	3410	MANHOLE REPAIR	EA	2.00	-1.00	5,000.000		-5,000.00
INCREASE TO BID ITEM								
NON-PARTICIPATING (MANDAN CITY FUNDS)								
202	173	REMOVAL OF SEWER PIPE	LF	2,455.00	27.00	45.000	1,215.00	
202	210	REMOVAL OF MANHOLES	EA	6.00	1.00	3,700.000	3,700.00	
722	110	MANHOLE 60IN	EA	5.00	1.00	14,000.000	14,000.00	
722	6200	ADJUST MANHOLE	EA	2.00	3.00	5,500.000	16,500.00	
Net Increase or Decrease to Date			448.81 Part	33,025.00	Non-Part	TOTALS	38,025.00	-5,000.00
							NON-PARTICIPATING	38,025.00
							PARTICIPATING	-5,000.00

Due to This Change, the Contract Time:
IS INCREASED BY 2.0 CALENDAR DAYS.

Classification

Functional Design Change

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

An existing manhole was determined to be unsalvageable with the proposed construction resulting in plan changes. Additional Plan changes occurred on the following section.sheet:

2.1, 6.6-6.12, 8.1-8.3, 20.1, 40.1-40.6, 50.1-50.2, 57.1-57.2, 57.5, 60.1-60.4, 85.1, 85.5-85.12, 90.1, 90.5, 140.7

Change Order 2 is included with Change Order 1 for items located in subproject 2.

Time Extension Request #1 was provided on 5/6/26. 2 Days are being added for the additional work under this change order. By signing this change order, the contractor is agreeing 2 days resolves Time Extension Request #1.

North Dakota Department of Transportation
Change Order

Page 2 of 2

Change Order No: 2

Project: UGP-1-988(052)

PCN: 24136

SubProject: 2 STORM SEWER, WATERMAIN, SANITARY SEWER

County: Morton

For: GRADING, AGGREGATE BASE, PCC PAVEMENT, STORM SEWER, V

Contractor: SITEWORX EXCAVATION & DEVELOPMENT COMPAN

3100 N 14TH ST STE 1
BISMARCK, ND 58503-0793

Original Contract Amount:
\$5,042,074.08

Marty Kilber

6/22/26

CONTRACTOR

DATE

() Approval Recommended
PROJECT ENGINEER

() Approved
DATE

CITY/COUNTY/OTHER OFFICIAL

DATE

() Approval Recommended
TEAM LEADER

() Approved
DATE

REPRESENTING

DATE

() Approval Recommended
DISTRICT ENGINEER

() Approved
DATE

() Approval Recommended
OFFICE OF OPERATIONS

() Approved
DATE

**North Dakota Department of Transportation
Change Order**

Page 1 of 2

Change Order No: 1

Project: UGP-1-988(052)

PCN: 24136

SubProject: 1 GRADING, AGGREGATE BASE, PCC PAVEMENT, CUF County: Morton

For: GRADING, AGGREGATE BASE, PCC PAVEMENT, STORM SEWER, V

Contractor: SITEWORX EXCAVATION & DEVELOPMENT COMPAN

3100 N 14TH ST STE 1
BISMARCK, ND 58503-0793

Original Contract Amount:
\$5,042,074.08

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
DECREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
750	2115	DETECTABLE WARNING PANELS	SF	348.00	-1.00	54.270		-54.27
770	4560	REMOVE LIGHT STANDARD	EA	13.00	-1.00	820.000		-820.00
770	4582	REMOVE CONCRETE FOUNDATION	EA	13.00	-1.00	800.000		-800.00
INCREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
202	114	REMOVAL OF CONCRETE PAVEMENT	SY	9,074.00	14.00	20.000	280.00	
302	121	AGGREGATE BASE COURSE CL 5	CY	3,406.00	73.00	9.000*	657.00	
750	115	SIDEWALK CONCRETE 4IN	SY	2,717.00	14.00	84.720	1,186.08	
Net Increase or Decrease to Date			448.81	Part	Non-Part	TOTALS	2,123.08	-1,674.27
NON-PARTICIPATING								
PARTICIPATING							2,123.08	-1,674.27

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Functional Design Change

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

An existing manhole was determined to be unsalvageable with the proposed construction resulting in plan changes. Plan changes occurred on the following section.sheet:

2.1, 6.6-6.12, 8.1-8.3, 20.1, 40.1-40.6, 50.1-50.2, 57.1-57.2, 57.5, 60.1-60.4, 85.1, 85.5-85.12, 90.1, 90.5, 140.7

North Dakota Department of Transportation
Change Order

Page 2 of 2

Change Order No: 1

Project: UGP-1-988(052)

PCN: 24136

SubProject: 1 GRADING, AGGREGATE BASE, PCC PAVEMENT, CUF County: Morton

For: GRADING, AGGREGATE BASE, PCC PAVEMENT, STORM SEWER, V

Contractor: SITEWORX EXCAVATION & DEVELOPMENT COMPAN
3100 N 14TH ST STE 1
BISMARCK, ND 58503-0793

Original Contract Amount:
\$5,042,074.08

Marty Kilber 6/22/26
CONTRACTOR DATE

CITY/COUNTY/OTHER OFFICIAL DATE

REPRESENTING DATE

() Approval Recommended () Approved
PROJECT ENGINEER DATE

() Approval Recommended () Approved
TEAM LEADER DATE

() Approval Recommended () Approved
DISTRICT ENGINEER DATE

() Approval Recommended () Approved
OFFICE OF OPERATIONS DATE

North Dakota Department of Transportation, Construction Services
SFN 14461 (9-2022)

Request is hereby made that the time allowed for completion of all work _____

Indicate if request applies to all work or to a specific stage of completion.

_____ on this contract be extended, without liability for liquidated damages, to:

_____ or 10 additional working days.

New Completion Date No. of Additional Days

Delayed project start due to contractual hold ups with City of Mandan and KLJ

2 days will be provided with change order 2 for the additional work related to the manholes and storm sewer included in the change order. No further compensation of time or money will be provided for this time extension request.

Date _____

CITY OF MANDAN	
Development Review Application	
☐ Minor Plat (\$300)	☒ Zone Change (\$600)
☐ Preliminary Plat up to 20 acres (\$450)	☐ Planned Unit Development (\$700)
☒ Preliminary Plat more than 20 acres (\$500)	☐ Land Use and Transportation Plan Amendment (\$1,000)
☒ Final Plat up to 20 lots (\$450)	☐ Vacation (\$500)
☐ Final Plat 21 to 40 lots (\$600)	☐ Variance (\$400)
☐ Final Plat more than 40 lots (\$750)	☐ Special Use Permit (\$450)
☐ Annexation (\$450)	☐ Stormwater submittal (\$300)
☐ Masterplanned Subdivision (not accepted without preliminary plat) (\$250)	☐ Stormwater 2 nd & subsequent resubmittal (\$50)
☐ Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)	☐ Document Recording (\$30)
Summary of Request (Add separate sheet(s) as necessary)	
Plat to re-configure lots, dedicate right of way and vacate right of way and easements.	

Engineer/Surveyor			Property Owner or Applicant		
Name Mark Isaacs - ILSE Inc			Name Mandan School District #1		
Address [REDACTED]			Address [REDACTED]		
City Mandan	State ND	Zip 58554	City Mandan	State ND	Zip 58554
email [REDACTED]			email [REDACTED]		
Phone [REDACTED]		Fax [REDACTED]	Phone [REDACTED]		Fax [REDACTED]
If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.					

Location		Type		Existing Zone	Proposed Zone	Project Name	
☒ City	☐ ETA	☐ New	☒ Addition	R7 & CA		School District 8th Addition	
Property Address				Legal Description			
905 8th Avenue, Mandan, ND 58554				School District 1st Addition			
Current Use							
Vacant and Sports Building				Lots 1 to 5, Block 2 & Part of Northeast Quarter			
Proposed Use							
Unknown				Section 28	Township 139	Range 81	
Parcel Size	Building Footprint	Stories	Building SF	Required Parking		Provided Parking	
27.76 Acres	NA	NA	NA	NA		NA	

Print Name Ryan Lagasse	Signature [Signature]	Date 3/27/26
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Office Use Only			
Date Received:	Initials: <i>nm</i>	Fees Paid: \$1100	Date: 3-27-2026
Notice in paper	Mailed to neighbors	P&Z meeting 8450 final 5-26-26	
☐ Approved	Approved with conditions:		
☐ Denied			

CITY OF MANDAN			
Development Review Application			
	Minor Plat (\$300)	X	Zone Change (\$600)
	Preliminary Plat up to 20 acres (\$450)		Planned Unit Development (\$700)
X	Preliminary Plat more than 20 acres (\$500)		Land Use and Transportation Plan Amendment (\$1,000)
X	Final Plat up to 20 lots (\$450)		Variance (\$500)
	Final Plat 21 to 40 lots (\$600)		Variance (\$400)
	Final Plat more than 40 lots (\$750)		Special Use Permit (\$450)
	Annexation (\$450)		Stormwater submittal (\$300)
	Masterplanned Subdivision (not accepted without preliminary plat) (\$250)		Stormwater 2 nd & subsequent resubmittal (\$50)
	Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)		Document Recording (\$30)
Summary of Request (Add separate sheet(s) as necessary)			
Plat to re-configure lots, dedicate right of way and vacate right of way and easements.			

Engineer/Surveyor				Property Owner or Applicant			
Name Mark Isaacs - ILSE Inc				Name Mandan Park District			
Address [REDACTED]				Address [REDACTED]			
City	State	Zip		City	State	Zip	
Mandan	ND	58554		Mandan	ND	58554	
email				email			
[REDACTED]				[REDACTED]			
Phone		Fax		Phone		Fax	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.							

Location			Type		Existing Zone	Proposed Zone	Project Name	
X	City	ETA	New	X	Addition	R7 & CA		School District 8th Addition
Property Address						Legal Description		
905 8th Avenue, Mandan, ND 58554						School District 1st Addition		
Current Use						Legal Description		
Vacant and Sports Building						Lots 1 to 5, Block 2 & Part of Northeast Quarter		
Proposed Use						Legal Description		
Unknown						Section 28	Township 139	Range 81
Parcel Size	Building Footprint		Stories	Building SF		Required Parking		Provided Parking
27.76 Acres	NA		NA	NA		NA		NA

Print Name <i>Cole Hyl</i>	Signature <i>[Signature]</i>	Date 3-27-26
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Office Use Only			
Date Received:	Initials: nm	Fees Paid: \$ 1100	Date: 3-27-2026
Notice in paper		Mailed to neighbors	P&Z meeting: 450 final 5-26-26
Approved	Approved with conditions:		
Denied			

CITY OF MANDAN	
Development Review Application	
☐ Minor Plat (\$300)	☒ Zone Change (\$600)
☐ Preliminary Plat up to 20 acres (\$450)	☐ Planned Unit Development (\$700)
☒ Preliminary Plat more than 20 acres (\$500)	☐ Land Use and Transportation Plan Amendment (\$1,000)
☒ Final Plat up to 20 lots (\$450)	☐ Vacation (\$500)
☐ Final Plat 21 to 40 lots (\$600)	☐ Variance (\$400)
☐ Final Plat more than 40 lots (\$750)	☐ Special Use Permit (\$450)
☐ Annexation (\$450)	☐ Stormwater submittal (\$300)
☐ Masterplanned Subdivision (not accepted without preliminary plat) (\$250)	☐ Stormwater 2 nd & subsequent resubmittal (\$50)
☐ Appeals to Administrative Denials (Variance to Non-zoning/Non-subdivision regulations) (\$250)	☐ Document Recording (\$30)
Summary of Request (Add separate sheet(s) as necessary)	
Plat to re-configure lots, dedicate right of way and vacate right of way and easements.	

Engineer/Surveyor			Property Owner or Applicant		
Name Mark Isaacs - ILSE Inc			Name City of Mandan		
Address [REDACTED]			Address [REDACTED]		
City Mandan	State ND	Zip 58554	City Mandan	State ND	Zip 58554
email [REDACTED]			email [REDACTED]		
Phone [REDACTED]		Fax [REDACTED]	Phone [REDACTED]		Fax [REDACTED]
If the applicant is not the current owner, the current owner must submit a notarized statement authorizing the applicant to proceed with the request.					

Location		Type		Existing Zone	Proposed Zone	Project Name	
☒ City	☐ ETA	☐ New	☒ Addition	R7 & CA		School District 8th Addition	
Property Address				Legal Description			
905 8th Avenue, Mandan, ND 58554				School District 1st Addition			
Current Use				Proposed Use			
Vacant and Sports Building				Lots 1 to 5, Block 2 & Part of Northeast Quarter			
Unknown				Section 28	Township 139	Range 81	
Parcel Size	Building Footprint	Stories	Building SF	Required Parking		Provided Parking	
27.76 Acres	NA	NA	NA	NA		NA	

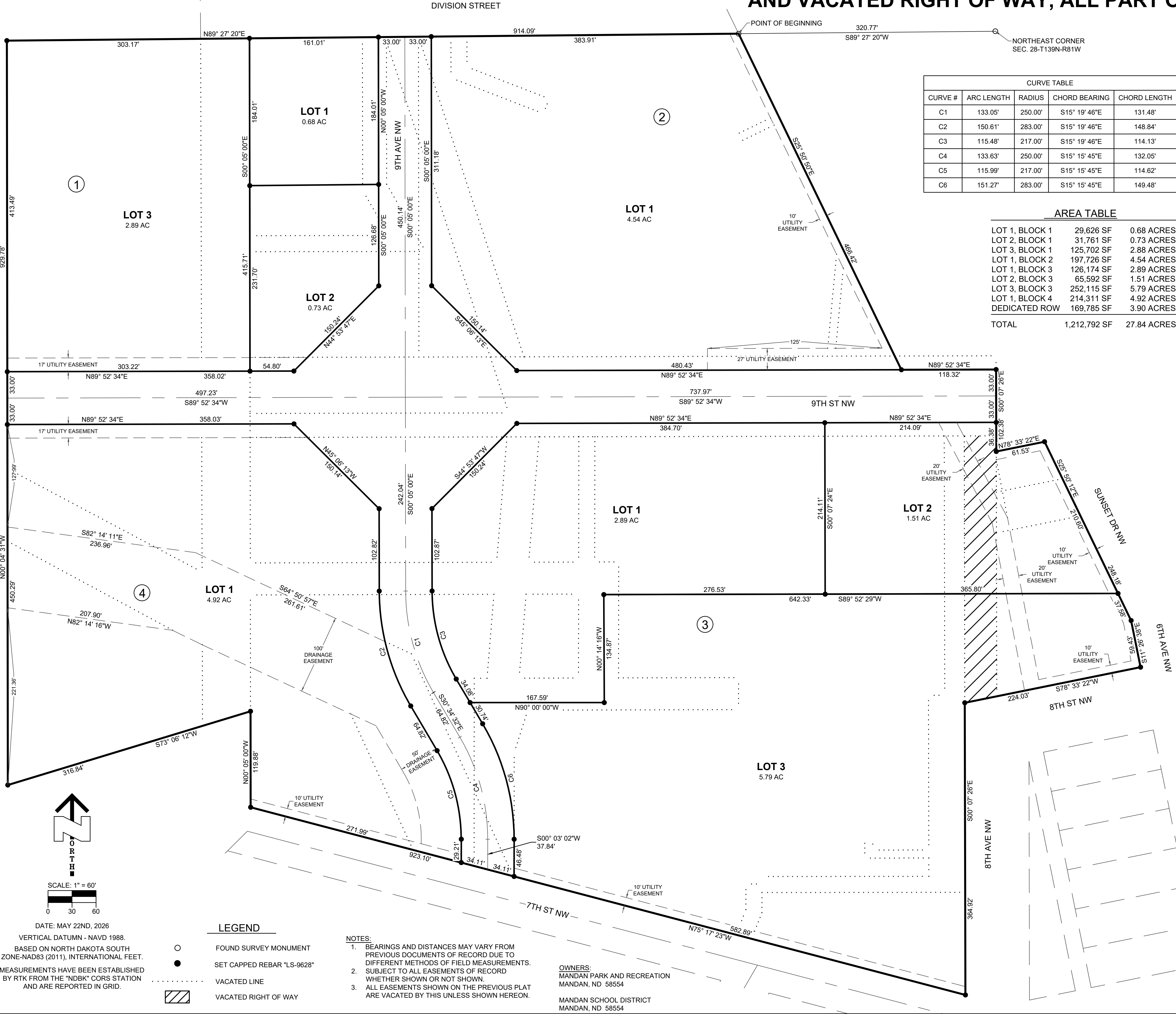
Print Name Jim Neuhauer	Signature <i>Jim Neuhauer</i>	Date 3/27/26
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Office Use Only			
Date Received:	Initials: <i>Ym</i>	Fees Paid: \$1100	Date: 3-27-2026
Notice in paper	Mailed to neighbors	P&Z meeting 5-26-26	
☐ Approved	Approved with conditions:		
☐ Denied			

SCHOOL DISTRICT 8TH ADDITION

TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA

LOTS 1 TO 5, BLOCK 2 AND LOTS 1 TO 3, BLOCK 3 IN SCHOOL DISTRICT FIRST ADDITION REPLAT
AND VACATED RIGHT OF WAY, ALL PART OF THE NE 1/4 IN SECTION 28, T139N, R81W



PROPERTY DESCRIPTION

ALL OF LOTS 1 TO 5, BLOCK 2 AND LOTS 1 TO 3, BLOCK 3 IN SCHOOL DISTRICT FIRST ADDITION REPLAT IN THE CITY OF MANDAN, NORTH DAKOTA, AND BEING A PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN, MORTON COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 89° 27' 20" WEST A DISTANCE OF 320.77 FEET TO THE NORTHEAST CORNER OF LOT 3 BLOCK 2 IN SCHOOL DISTRICT FIRST ADDITION REPLAT, BEING THE POINT OF BEGINNING; THENCE SOUTH 25° 50' 50" EAST A DISTANCE OF 466.42 FEET; THENCE NORTH 89° 52' 34" EAST A DISTANCE OF 118.32 FEET; THENCE SOUTH 00° 07' 26" EAST A DISTANCE OF 102.38 FEET; THENCE NORTH 78° 33' 22" EAST A DISTANCE OF 61.53 FEET; THENCE SOUTH 25° 50' 12" EAST A DISTANCE OF 248.18 FEET; THENCE SOUTH 11° 26' 38" EAST A DISTANCE OF 59.43 FEET; THENCE SOUTH 78° 33' 22" WEST A DISTANCE OF 224.03 FEET TO THE WEST RIGHT OF WAY LINE OF 8TH AVENUE NW; THENCE SOUTH 00° 07' 26" EAST ON SAID WEST LINE A DISTANCE OF 364.92 FEET TO THE NORTH RIGHT OF WAY LINE OF 7TH STREET NW; THENCE NORTH 75° 17' 23" WEST ON SAID NORTH LINE A DISTANCE OF 923.10 FEET; THENCE NORTH 00° 05' 00" WEST A DISTANCE OF 119.88 FEET; THENCE SOUTH 73° 06' 12" WEST A DISTANCE OF 316.84 FEET; THENCE NORTH 00° 04' 31" WEST A DISTANCE OF 929.78 FEET; THENCE NORTH 89° 27' 20" EAST A DISTANCE OF 914.09 FEET TO THE POINT OF BEGINNING, CONTAINING 27.84 ACRES MORE OR LESS AND SUBJECT TO ALL LEGAL RIGHTS OF WAY AND EASEMENTS OF RECORD.

SURVEYOR'S CERTIFICATE

I, MARK R. ISAACS, A NORTH DAKOTA REGISTERED LAND SURVEYOR NO. 9628, HEREBY CERTIFY THAT I HAVE CAUSED TO BE A SURVEYED BY MY FORCES UNDER MY SUPERVISION THE PROPERTY DESCRIBED HEREON AND I HAVE PREPARED THE ACCOMPANYING PLAT; FURTHER, THAT DISTANCES INDICATED HEREON ARE IN FEET AND HUNDREDTHS OF FEET THEREOF, AND BEARINGS ARE INDICATED IN QUADRANTS AND DEGREES, MINUTES, AND SECONDS THEREOF; FURTHER, THAT SAID PLAT DOES TRULY SHOW THE SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARK R. ISAACS, RLS 9628

OWNER'S CERTIFICATE OF DEDICATION

I, THE UNDERSIGNED, BEING SOLE OWNER OF THE LAND PLATTED HEREON, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF SAID PLAT AND DO DEDICATE ALL THE STREETS, ALLEYS, PARKS, AND PUBLIC GROUNDS AS SHOWN HEREON, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATERLINES, SIDEWALKS, AND OTHER IMPROVEMENTS ON OR UNDER SUCH STREETS, ALLEYS OR OTHER PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN HEREON OR NOT, TO PUBLIC USE FOREVER. WE ALSO DEDICATE EASEMENTS TO RUN WITH THE LANDS FOR WATER, SEWER, GAS, ELECTRICITY, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THESE CERTAIN STRIPS OF LAND DESIGNATION AS "UTILITY EASEMENT".

RYAN LAGASSE - BUSINESS MANAGER
MANDAN SCHOOL DISTRICT #1

COLE HIGLIN - MANDAN PARK DISTRICT

STATE OF _____

COUNTY OF _____ } SS

SUBSCRIBED AND SWORN BEFORE ME, A NOTARY PUBLIC, THIS ____ DAY OF _____, 20____.

NOTARY PUBLIC _____

PLANNING COMMISSION APPROVAL

THE SUBDIVISION SHOWN HEREON HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MANDAN ON THIS ____ DAY OF _____, 20____, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, ORINANCES OF THE CITY OF MANDAN, AND REGULATIONS ADOPTED BY THE PLANNING COMMISSION OF SAID CITY, IN WITNESS WHEREOF ARE SET THE HANDS OF THE CHAIRMAN AND THE SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF MANDAN, NORTH DAKOTA.

BILL ROBINSON - CHAIRMAN

NANCY MOSER - SECRETARY

APPROVAL OF THE BOARD OF CITY COMMISSIONERS

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBDIVISION OF LAND SHOWN HEREON, HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS, AND PUBLIC WAYS SHOWN HEREON LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF MANDAN, HAS ACCEPTED THE DEDICATION OF ALL PARKS AND PUBLIC GROUNDS SHOWN HEREON, FURTHERMORE, SAID BOARD OF CITY COMMISSIONERS HAS APPROVED THE STREETS, ALLEYS, AND OTHER PUBLIC WAYS AND GROUNDS SHOWN HEREON AS AN AMENDMENT TO THE MASTER STREET PLAN OF THE CITY OF MANDAN, THE FOREGOING ACTION BY THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, HAS TAKEN BY RESOLUTION APPROVED THE ____ DAY OF _____, 20____.

JIM NEUBAUER - CITY ADMINISTRATOR

JAMES FROELICH - PRESIDENT OF THE BOARD
OF CITY COMMISSIONERS

I, JAREK WIGNESS, CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA. HEREBY APPROVES "SCHOOL DISTRICT 8TH ADDITION" OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA AS SHOWN ON THE ANNEXED PLAT.

JAREK WIGNESS, PE

SCHOOL DISTRICT 8TH ADDITION
LOTS 1 TO 5, BLOCK 2
LOTS 1 TO 3, BLOCK 3
IN SCHOOL DISTRICT 1ST
ADDITION REPLAT
MANDAN, NORTH DAKOTA

SHEET: 1 OF 1
SCALE: 1"= 60'
DRAWN BY: MRI
DWG DATE: 5/22/26
DWG NAME: 25111 Final Plat.dwg

Independent
Land
Surveying &
Engineering

4215 Old Red Trail NW
Mandan, ND 58554
Phone: 701-653-5184
Cell: 701-595-2079
mark@ilsurveynd.com

ORDINANCE NO. 1485

AN ORDINANCE TO AMEND AND REENACT SECTION 105-2-2 OF THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT BOUNDARIES AND ZONING MAP OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.

WHEREAS, The Mandan Land Use and Transportation Plan designates the subject property as Public and Park land; and

WHEREAS, Adjacent properties to the north and south is zoned R7 – Residential Single Family and Agriculture, to the east zoned R3.2 – Two-Family Residential; and to the west is R7; and

BE IT ORDAINED By the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, as follows:

SECTION 1. ZONING AMENDMENT. Section 105-2-2 of the Mandan Code of Ordinances is amended to read as follows:

SCHOOL DISTRICT 8TH ADDITION IN SECTION 28, TOWNSHIP 139N, RANGE 81W, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA:

SAID TRACT OF LAND CONTAINING 27.84 ACRES, MORE OR LESS.

- shall be removed from the Agriculture and CA – Commercial Districts and shall be included in the following:

R7 – Single-Family Residential for Lot 3, Block 1, and Lot 1, Block 4

R3.2 – Two-Family Residential for Lot 3, Block 3

CA – Commercial for Lot 2, Block 3

CC - Commercial for Lots 1 & 2, Block 1; Lot 1, Block 2; and Lot 1, Block 3

SECTION 2. RE-ENACTMENT. Section 105-2-2 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

James Froelich, President
Board of City Commissioners

Attest:

Jim Neubauer
City Administrator

Planning and Zoning Commission: April 27, 2026
First Consideration: May 19, 2026
Second Consideration and Final Passage: June 2, 2026



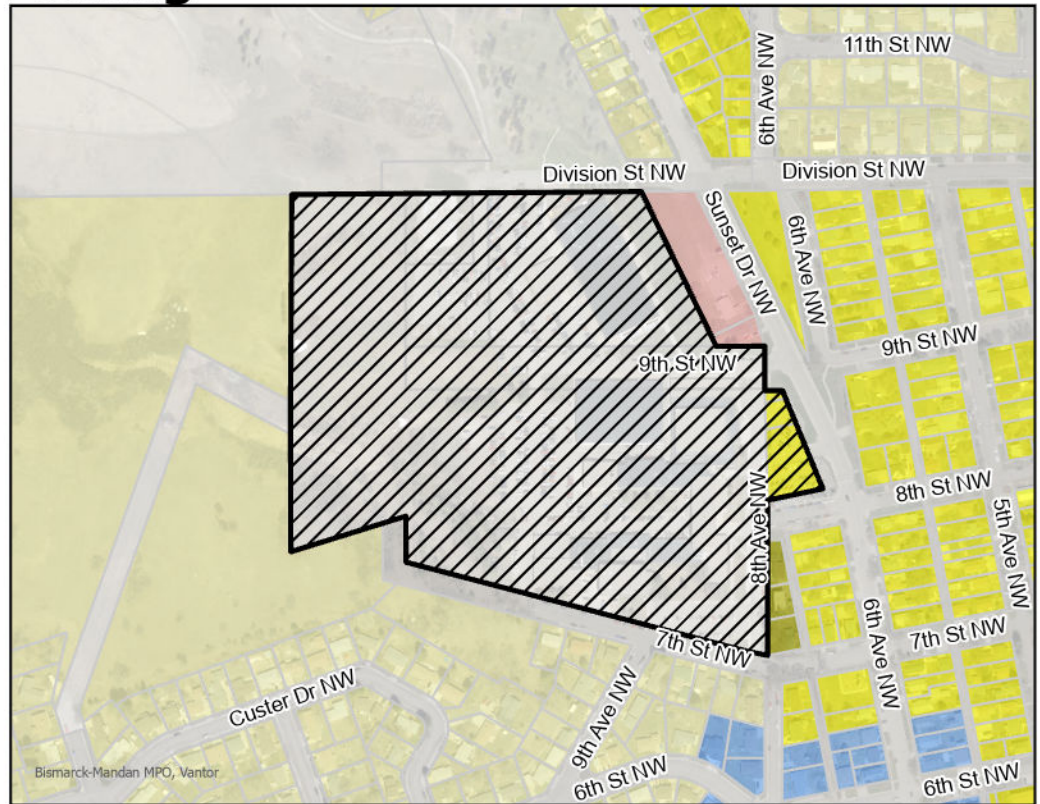
Zoning and Future Land Use Reference Map

School District 8th

Zoning Map Key

- | | |
|---|---|
| Agriculture - City of Mandan | MC - Heavy Commercial/Light Industrial Restricted |
| Agriculture - Morton County | MD - Heavy Commercial/Heavy Industrial Restricted |
| CA - Neighborhood Commercial | MHS - Trailer Park |
| CB - Business Commercial | PUD - Planned Unit Development |
| CC - Commercial/Light Industrial Transition | R3.2 - Residential Single & Two Family |
| DC - Downtown Core | R7 - Residential Single Family |
| DF - Downtown Fringe | RH - Residential Mobile Home Park |
| Industrial - Morton County | RM - Residential Multi-family Dwellings |
| LSMHS - Trailer Park Subdivision | RMH - Residential Mobile Home Subdivision |
| MA - Heavy Commercial/Light Industrial | Residential - County Residential Zoning |
| MB - Heavy Commercial/Heavy Industrial | ROW - Right-of-Way |
| | Proposed Site |

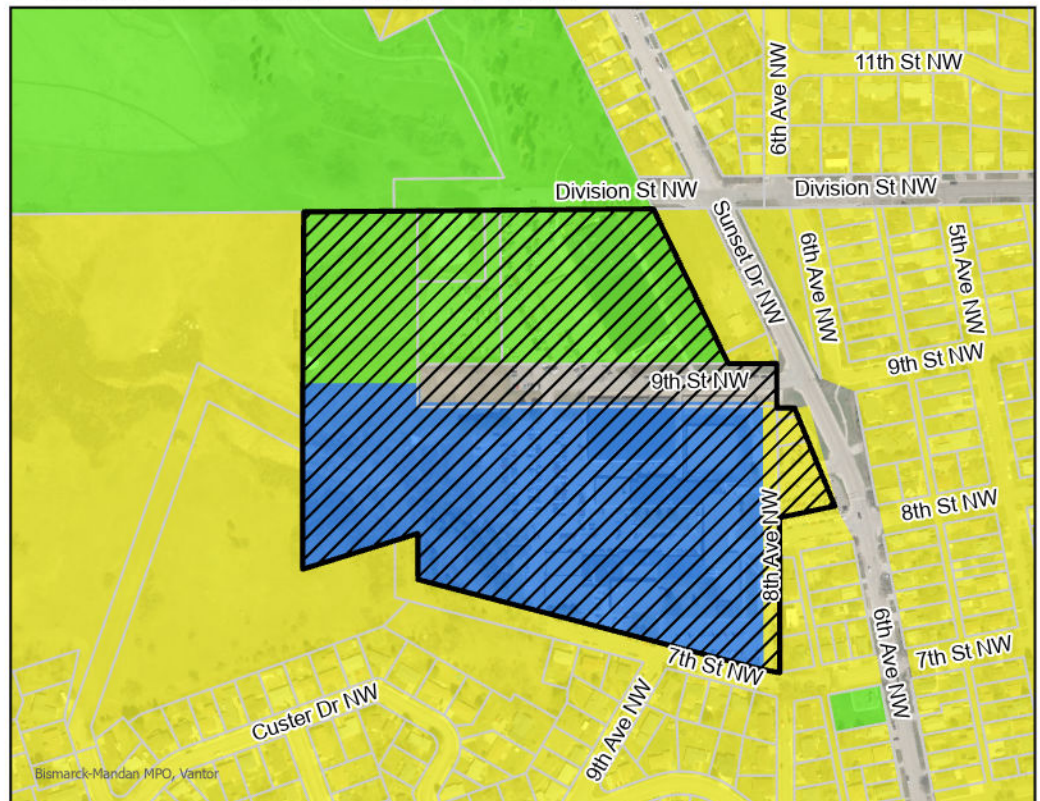
Zoning



Future Land Use Plan

Future Land Use Plan Key

- | |
|----------------------------|
| Rural Residential |
| Low Density Residential |
| Medium Density Residential |
| High Density Residential |
| Commercial |
| Industrial |
| Public/Semi-Public |
| Public Land |
| Park |
| Greenways |
| Open Space |
| Open Water |
| Proposed Site |





City Commission

Agenda Documentation

MEETING DATE: July 7, 2026
PREPARATION DATE: June 30, 2026
SUBMITTING DEPARTMENT: Finance
DEPARTMENT DIRECTOR: Greg Welch
PRESENTER: Justin Schulz, Assistant Finance Director
SUBJECT: Capital Credit Union - Request to be designated a depository of public funds.

STATEMENT/PURPOSE:

To approve the request from Capital Credit Union to be designated a depository of public funds.

BACKGROUND/ALTERNATIVES:

On June 25, 2026, the finance department received a request from Capital Credit Union to be added as a designated and approved bank depository for the City of Mandan. Capital Credit Union has a branch located in Mandan at 600 East Main Street.

ATTACHMENTS:

1. Capital Credit Union

FISCAL IMPACT:

None

STAFF IMPACT:

None

LEGAL REVIEW:

In accordance with the provisions of North Dakota Century Code 21-04.

RECOMMENDATION:

To approve the request from Capital Credit Union to be designated a depository of public funds.

SUGGESTED MOTION:

City Commission

Agenda Documentation

July 7, 2026

Subject: Capital Credit Union - Request to be designated a depository of public funds

Page 2 of 2

I move to approve the request from Capital Credit Union to be designated a depository of public funds.



400 W. Highway 100
Bismarck, ND 58101
(701) 223-0001 • TOLL FREE 1-800-345-0001
FAX 701-223-0000
www.capitalcu.com

06/25/2026

Greg Welch
Finance Director
City of Mandan
205 Second Avenue NW
Mandan, ND 58554

Dear Mr. Welch,

I hope this message finds you well.

I am writing on behalf of Capital Credit Union to respectfully request consideration for inclusion in the City of Mandan's list of approved financial institutions for investment opportunities. We would welcome the opportunity to participate in the bidding process when the City seeks competitive options for managing and investing its funds.

Capital Credit Union is committed to providing secure, competitive, and responsive financial solutions tailored to the needs of public entities. We understand the importance of safeguarding public funds while maximizing returns, and we take pride in delivering both.

Insurance Coverage:

Certificates of Deposit, Growth Savings Accounts, and operating accounts held with Capital Credit Union are insured at 110% of deposited funds in accordance with applicable North Dakota Century Code requirements, providing enhanced protection for public funds.

In addition to strong deposit protection, our team offers personalized service, local decision-making, and a deep commitment to the communities we serve, including Mandan and the surrounding area.

We would greatly appreciate the opportunity to be considered as a trusted financial partner for the City of Mandan. Please let me know if there are any application materials, documentation, or qualifications we should submit to be included in your bidding process.

Thank you for your time and consideration. I look forward to the opportunity to work with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lori Yarbrough', with a stylized flourish at the end.

Lori Yarbrough

Member Relationship Manager
Capital Credit Union

Member NCUA



City Commission

Agenda Documentation

MEETING DATE: July 7, 2026
PREPARATION DATE: June 30, 2026
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Madison Cermak
PRESENTER: Madison Cermak, Business Development & Communications Director
SUBJECT: Consider Flex PACE letter of support for financing of a new building for BS Real Estate, LLC dba Ideal Image Dentistry.

STATEMENT/PURPOSE:

Consider providing a letter of support to the Lewis and Clark Development Group for a loan for permanent financing of a new building for a dental office in Mandan.

BACKGROUND/ALTERNATIVES:

Loan committees for revolving funds managed by the Lewis and Clark Development Group consider applications for repayable loans for the required 35% local share of an interest buydown. The Bank of North Dakota (BND) makes interest buydowns available through its PACE and Flex PACE programs. Documentation of community support is needed for each particular business or project. A letter from a city commission confirms that the project provides community benefit and has the support of the governing entity.

BS Real Estate, LLC dba Ideal Image Dentistry is hoping to utilize the Bank of North Dakota's Flex PACE program to assist with construction of a new dental office. Ideal Image Dentistry is an established dental practice owned and operated by Dr. Leah Brady. The practice serves Mandan and surrounding communities. The new facility will allow Ideal Image Dentistry to expand patient capacity, improve efficiency, support future growth, and continue investing in Mandan.

The applicant is seeking to reduce the interest rate on a \$307,692.35 loan for permanent financing. Based on a sample BND buydown schedule, the required 35% community match is estimated at \$107,692.35.

ATTACHMENTS:

1. City of Mandan Letter of Support - Dr. Brady

2. Ideal_Image_FlexPACE_Commitment
3. Project Summary

FISCAL IMPACT:

N/A

STAFF IMPACT:

Minimal

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend the City Commissioners to provide a letter of support for an interest buydown for BS Real Estate, LLC dba Ideal Image Dentistry to assist with the financing of new construction of the property at 516 Main St.

SUGGESTED MOTION:

I move to approve providing a letter of support for an interest buydown for BS Real Estate, LLC dba Ideal Image Dentistry to assist with the financing of new construction of the property at 516 Main St.



BNC
National Bank

2711 Sunset Drive Mandan, ND 58554 Telephone: (701) 663-5448 Fax: (701) 667-8887

BS Real Estate, LLC / Ideal Image Dentistry
June 30, 2026

City of Mandan
Attn: Madison Cermak

RE: Request for Letter of Support – Ideal Image Dentistry FlexPACE Project

Dear Madison and Members of the City Commission,

BS Real Estate, LLC respectfully requests a Letter of Support from the City of Mandan for participation in the Bank of North Dakota FlexPACE Interest Buydown Program through Lewis & Clark Development Group.

The project consists of constructing a new dental office in Mandan, North Dakota, which will be occupied by Ideal Image Dentistry, owned and operated by Dr. Leah Brady. The new facility will allow the practice to expand patient capacity, improve operational efficiency, and continue serving Mandan and the surrounding communities.

The project is being financed through BNC National Bank in conjunction with the SBA 504 Program and the requested BND FlexPACE Interest Buydown. City support is needed to assist Lewis & Clark Development Group with the FlexPACE community/local match process.

Thank you for your consideration and support of this project.

Sincerely,

Leah N. Brady, DDS
Ideal Image Dentistry
Managing Member, BS Real Estate, LLC

BNC National Bank
322 East Main Avenue
PO Box 4050
Bismarck, ND 58502
(701) 250-3000

March 24, 2026

City Commission
City of Mandan
205 2nd Avenue NW
Mandan, ND 58554

Re: Financing Commitment, Ideal Image Dentistry Project

Dear Members of the City Commission:

On behalf of BNC National Bank ("BNC" or the "Bank"), please accept this letter as our formal commitment to provide construction and permanent financing for BS Real Estate, LLC and Leah Brady DDS, P.C. (collectively, the "Borrowers") in connection with the construction and long-term financing of the new Ideal Image Dentistry facility located on East Main Street in Mandan, North Dakota.

PROJECT PURPOSE:

The financing will enable the Borrowers to construct a new dental office, and permanently finance the project, including refinancing existing interim debt. This project is being completed in partnership with the Small Business Administration's 504 loan program and Bank of North Dakota's Flex PACE interest-rate buy down program.

COMMITMENT AMOUNT AND TERMS:

- Loan Amount: \$1,988,600. BNC will hold 50% of the loan and Bank of North Dakota will participate in the remaining 50%.
- Purpose: Construction and permanent financing for the dental clinic, including purchase of the land, building construction, equipment and tenant improvements, and refinancing of any interim construction debt.
- Term: 318 months. The first 18 months will be interest-only to correspond with the construction period; thereafter the loan will amortize over 300 months (25 years).
- Interest Rate: Fixed at 7.00% during the 18-month construction period. After construction, the rate will convert to a variable rate equal to the 5-year Federal Home Loan Bank (FHLB) index plus 2.50%. The interest rate will adjust at each 5-year interval based on the then-current FHLB index plus 2.50%, subject to a floor of 4.50%.

- Payments: During construction, interest will accrue on the outstanding principal balance and will be due monthly. After the interest-only period, principal and interest will be due monthly based on a 25-year amortization.
- Prepayment Penalty: Should the loan be refinanced or repaid with funds from another financial institution within the first five years, a prepayment penalty equal to 1.00% of the outstanding principal balance will apply.

SECURITY AND COLLATERAL:

- First Real Estate Mortgage covering the project property located at 516–514 East Main Street, Mandan, North Dakota, together with an assignment of all leases and rents.
- UCC financing statement covering all business assets of the Borrowers equipment and all intangible assets of Leah Brady DDS, P.C.

GUARANTORS:

Unlimited personal guaranty of Leah Brady-Smith and Eric Smith, and a corporate guaranty from Leah Brady DDS, P.C.

We appreciate the opportunity to support economic development in the City of Mandan. Should you require further information, please do not hesitate to contact me. Upon execution of the Flex PACE documentation and City support, we will coordinate closing with the Borrowers and Bank of North Dakota.

Sincerely,

Josh Ulmer
Business Banking Officer
BNC National Bank
(701) 250-2742
JRUlmer@bnc.bank



BNC
National Bank

2711 Sunset Drive Mandan, ND 58554 Telephone: (701) 663-5448 Fax: (701) 667-8887

BS Real Estate, LLC / Ideal Image Dentistry

Project:

Construction of a new dental office in Mandan, North Dakota, to be occupied by Ideal Image Dentistry.

Business:

Ideal Image Dentistry is an established dental practice owned and operated by Dr. Leah Brady. The practice serves Mandan and surrounding communities.

Purpose:

The new facility will allow Ideal Image Dentistry to expand patient capacity, improve efficiency, support future growth, and continue investing in Mandan.

Financing:

The project is being financed through BNC National Bank in conjunction with the SBA 504 Program. The project is also seeking participation in the Bank of North Dakota FlexPACE Interest Buydown Program through Lewis & Clark Development Group.

Community Benefits:

- New commercial healthcare facility in Mandan
- Continued growth of an established local dental practice
- Expanded access to dental care
- Retention of existing employees
- Capacity for future job growth
- Long-term private investment in Mandan
- Support of Mandan's commercial tax base



City Commission

Agenda Documentation

MEETING DATE: July 7, 2026
PREPARATION DATE: June 30, 2026
SUBMITTING DEPARTMENT: Business Development & Communications
DEPARTMENT DIRECTOR: Madison Cermak
PRESENTER: Madison Cermak, Business Development & Communications Director
SUBJECT: Consider Flex PACE letter of support for financing of storefront property for The Juice Co., LLC.

STATEMENT/PURPOSE:

Consider providing a letter of support to the Lewis and Clark Development Group for a loan for permanent financing of storefront property for a fresh, cold-pressed juice business in Mandan.

BACKGROUND/ALTERNATIVES:

Loan committees for revolving funds managed by the Lewis and Clark Development Group consider applications for repayable loans for the required 35% local share of an interest buydown. The Bank of North Dakota (BND) makes interest buydowns available through its PACE and Flex PACE programs. Documentation of community support is needed for each particular business or project. A letter from a city commission confirms that the project provides community benefit and has the support of the governing entity.

Jayden Wiest, owner of The Juice Co., LLC is hoping to utilize the Bank of North Dakota's Flex PACE program to assist with permanent financing for a storefront property. The Juice Co. was established in March 2026 and is currently being operated out of a health club in Jamestown. The new storefront would be located in Mandan, and would provide fresh, cold-pressed organic juice while promoting a healthy lifestyle, as well as creating local jobs and contributing to the local economy.

The applicant is seeking to reduce the interest rate on a \$22,822.57 loan for permanent financing. Based on a sample BND buydown schedule, the required 35% community match is estimated at \$7,987.91.

ATTACHMENTS:

1. Conditional Letter of Approval- The Juice Co

2. The Juice Co summary- Mandan City Commission signed

FISCAL IMPACT:

N/A

STAFF IMPACT:

Minimal

LEGAL REVIEW:

N/A

RECOMMENDATION:

I recommend the City Commissioners to provide a letter of support for an interest buydown for The Juice Co., LLC to assist with the financing of storefront property at 2041 40th Ave SE.

SUGGESTED MOTION:

I move to approve providing a letter of support for an interest buydown for The Juice Co., LLC to assist with the financing of storefront property at 2041 40th Ave SE.



June 30th, 2026

Jayden Wiest
The Juice Co., LLC
4111 Bayport Place SE
Mandan, ND 58554

RE: The Juice Co. LLC - Conditional Letter of Approval

Dear Ms. Wiest,

I am pleased to inform you that Starion Bank is offering you this Conditional Letter of Approval for the financing of the property located at 2041 40th Ave SE #100 Mandan, ND 58554. Operating The Juice Co. from this space will be a great addition to the City of Mandan.

This approval of financing is based on the following terms.

Loan amount = \$164,000
Term = 5 Years
Amortization = 20 Years
Rate = 6.50% Fixed
Participation = 50% with Bank of ND
Flex Pace program = Pending approval

Final approval is subject to the following criteria:

Final Credit underwriting by Starion Bank and Bank of ND
Satisfactory appraisal
Title work

Again, thank you for your interest in financing this project with Starion Bank. I look forward to being a part of this new venture you have for the City of Mandan.

Sincerely,

A handwritten signature in blue ink, appearing to read "Landon Feil", with a stylized, flowing script.

Landon Feil
VP/Business Banking

109 1st St NW
Mandan, ND 58554
P: 701.663.6434
F: 701.667.1636

The Juice Co. LLC

June 29th, 2026

Dear Mandan City Commission,

I, Jayden Wiest, am working on a loan package with Starion Bank to utilize the Bank of North Dakota Flex PACE program. This letter is to request support for the provision of the required community match for an interest buy-down from the Lewis & Clark Regional Development Council funds.

The Juice Co., LLC is 100% owned and operated by me, Jayden Wiest.

I grew up in Mandan and am proud to call it my hometown. I graduated from Mandan High School, where I was a member of the basketball, volleyball, and track teams, as well as the National Honor Society. Those experiences taught me the value of hard work, leadership, teamwork, and a sense of pride in Mandan.

I currently attend the University of Jamestown, where I am a junior in the nursing program. During the summers, I return to Mandan and work as a Certified Nursing Assistant at Sanford Health, a role that has further strengthened my commitment to helping people improve their health and well-being.

I opened The Juice Co. LLC in March 2026 and currently operate my business out of a health club in Jamestown while attending school. The business was created to provide fresh, nutritious, cold-pressed organic juice while promoting a healthy lifestyle.

This summer, I decided to bring my business back to my hometown of Mandan while I was home on summer break. I have temporarily contracted with a local commercial kitchen space and have been producing fresh juice weekly for the BisMarket, as well as offering local pickup for customers. The community's response has been incredibly encouraging and confirms strong demand for what The Juice Co. offers. In fact, I sold out the first few weeks of the BisMarket. I've since been contacted to provide juice at other events such as the Bismarck Marathon and Yoga Under the Lights.

One of my goals is to bring something unique to the Mandan area. Communities like Williston, Fargo, and Minot already have businesses offering fresh, cold-pressed juice, and I would love to provide that same opportunity to residents of Mandan and the surrounding communities. I believe there is a growing interest in convenient, healthy organic food and beverage options, and The Juice Co. can help meet that demand while encouraging healthier lifestyles.

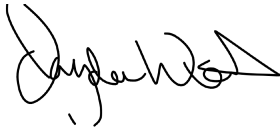
As the business continues to grow, expanding into a dedicated location in Mandan is the next logical step. I have signed a purchase agreement for property located at 2041 40th Ave SE in Mandan for \$205,000. The property was built in 2016 and is 915 square feet. This permanent storefront will allow me to increase production capacity, expand my product offerings, improve customer experience, and create additional employment opportunities. More importantly, it will establish a long-term home for The Juice Co. in the community where I grew up and where I hope to continue to give back to for years to come.

Returning to Mandan to open a permanent location is especially meaningful to me because it allows me to give back to the community that invested in me. I hope The Juice Co. can become a place that not only provides healthy products but also contributes to Mandan's continued growth and vitality.

I'm incredibly grateful for the support I've received from family, customers, and the Mandan community. I look forward to continuing to grow The Juice Co., creating local jobs, and providing a business that promotes health and wellness while contributing to the local economy.

Please consider this request to support the interest buy-down program for The Juice Co.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jayden Wiest', with a stylized flourish at the end.

Jayden Wiest

Owner, The Juice Co. LLC



City Commission

Agenda Documentation

MEETING DATE: July 7, 2026
PREPARATION DATE: June 30, 2026
SUBMITTING DEPARTMENT: Administration
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: 2026 Budget Amendment and Contract Amendment 3, with Interstate Engineering for Planning Services

STATEMENT/PURPOSE:

To consider 2026 Budget Amendment and Contract Amendment 3, with Interstate Engineering for planning services,

BACKGROUND/ALTERNATIVES:

With the departure of City Planner, Andrew Stromme, assistance has been necessary in the planning area to keep projects moving forward. We received proposals from Interstate Engineering and Houston Engineering. Upon evaluation of each, Andrew and I recommended entering into a contract with Interstate Engineering. Rachel LaQua, will be the primary contact with Interstate Engineering, and she has experience both with the City of Williston and via her work with Interstate Engineering.

The original contract proposal's term was through August 31, 2025, with Amendment 1 approved in August 2025, which went through Dec. 31, 2025. Amendment 2, has a term through June 30, 2026. Amendment number 3 runs through December 31, 2026, and is on an as-needed basis with a not-to-exceed amount of \$100,000. Funds are available via unspent dollars allocated in the 2026 budget for an assistant city planner and planner. This amendment is on a time and materials basis. Therefore, if the new planner were to begin, the amount expended on this contract would be reduced. Part of this request is to transfer the funds from salaries and benefits to the contractual services in the planning department.

We had an offer and acceptance for a new City Planner with an individual, and the proposed start date was July 17, 2025. However, the paperwork process on their end was taking longer than anticipated. We subsequently withdrew the offer effective May 8, 2026, and readvertized for the position. We are currently in the process of scheduling interviews for three of the individual applicants. We are requesting an extension of the

existing contract, from June 30, 2026, through December 31, 2026. The planning work provided by Interstate Engineering's team has been outstanding, and we look forward to continuing this relationship on an as-needed basis through December 31, 2026.

The proposed amendment will be adjusted to \$95,000 to reflect available funds.

ATTACHMENTS:

1. 20260707_Amendment 3 Mandan Planning

FISCAL IMPACT:

Transfer funds \$95,000 from the salaries and benefits items within the planning department to contractual services in the planning department. No additional funds beyond what is budgeted will be expended.

STAFF IMPACT:

LEGAL REVIEW:

The contract extension has been provided to Attorney Oster to review.

RECOMMENDATION:

I recommend a 2026 budget transfer of \$95,000 from the salaries and benefits line items within the planning department and contractual services within the planning department, and approve Amendment 3, to the original contract.

SUGGESTED MOTION:

I move to approve a 2026 budget transfer of \$95,000 from the salaries and benefits line items within the planning department and contractual services within the planning department, and approve Amendment 3, to the original contract.



AMENDMENT NUMBER 3 TO
AGREEMENT TO FURNISH PLANNING SERVICES TO THE
CITY OF MANDAN, NORTH DAKOTA
For
MUNICIPAL PLANNING SERVICES

This Amendment provides for professional planning services to be performed by INTERSTATE ENGINEERING, INC., (hereinafter the PLANNER), for the CITY OF MANDAN, (hereinafter the OWNER), in accordance with the Agreement to furnish Planning Services to the OWNER, dated **June 3, 2025** (hereinafter the Agreement). This Amendment, when executed by both parties, shall become a supplement to and part of the basic Agreement.

1. BACKGROUND DATA:

- a. Specific Project Title: Municipal Planning Services for the City of Mandan
- b. Specific Project Description: Municipal planning services to be provided through December 31, 2026, with an expected rate of work of 24-36 hours per month.

2. DESCRIPTION OF MODIFICATIONS

- a. For the Additional Services or the modifications to services set forth, OWNER shall pay PLANNER the following additional or modified compensation: Additional compensation of \$95,000 (Not to Exceed) based on hourly rates will be needed due to the extension of planning services.
- b. The schedule for rendering services under this Agreement is modified as follows: Extend interim municipal planning services through December 31, 2026.

3. TASK ORDER SUMMARY (Reference only)

a. Original Task Order amount:	\$ <u>50,000.00</u>
b. Net change for prior amendments:	\$ <u>150,000.00</u>
c. This amendment amount:	\$ <u>95,000.00</u>
d. Adjusted Agreement amount:	\$ <u>295,000.00</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in the Agreement.



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

The Effective Date of this Amendment is July 7, 2026.

OWNER:

By: _____

Date
Signed: _____

Name: _____

Title: _____

Attest: _____

Title: _____

PLANNER:

By: Rachel Laqua

Date
Signed: July 7, 2026

Name: Rachel Laqua, AICP

Title: Planning Director, Interstate Engineering

Attest: _____

Title: _____



City Commission

Agenda Documentation

MEETING DATE: July 7, 2026
PREPARATION DATE: July 1, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider Capital Improvement Planning (CIP)
Assistance Task Order

STATEMENT/PURPOSE:

To consider and possibly approve Task Orders with AE2S and Moore Engineering to provide professional services to assist the City in updating the current 5-Year Capital Improvement Plans and expanding to 10-Year Plans.

BACKGROUND/ALTERNATIVES:

The City Long-Term Financial Planning Policy requires the engineering and public works department managers to develop a capital improvement plan for their associated infrastructure projects for the next five fiscal years. This plan will then assist the City Commission with determining spending priorities for long-term planning purposes. These included task orders will update the plans developed last year and expand to a 10-year CIP.

AE2S has been involved with the City's water and wastewater utility planning documents. Moore Engineering has been assisting the City implement programmatic infrastructure improvement projects. Each firm brings a unique perspective and skill set that will assist the Engineering, Public Works and Finance departments with preparing the robust capital improvement plan.

ATTACHMENTS:

1. 31789_CIP_Task_Order_No 12
2. P00510-2026-001_AE2S_City of Mandan_Capital Improvement Plan for Water and Wastewater Utilities 2027-2037_TO15_6

FISCAL IMPACT:

AE2S's Task Order for CIP assistance totals \$40,000. Moore Engineering's Task Order

for CIP assistance totals \$37,377.00. Funds are available from the 1% city sales tax fund.

STAFF IMPACT:

Staff will spend time working alongside Moore and AE2S.

LEGAL REVIEW:

All documents have been made available to the City Attorney for review.

RECOMMENDATION:

To approve the Capital Improvement Planning assistance task orders with AE2S and Moore Engineering, as presented, and approve a budget amendment for \$77,377 from the 1% sales tax fund.

SUGGESTED MOTION:

I move to approve the Capital Improvement Planning assistance task orders with AE2S and Moore Engineering, as presented and approve a budget amendment for \$77,377 from the 1% sales tax fund.

TASK ORDER

This is Task Order No. 12,
consisting of 4 pages.

Task Order No. 12: CIP Consulting

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated September 5, 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: July 7, 2026
- B. Owner: City of Mandan
- C. Engineer: Moore Engineering, Inc.
- D. Specific Project (title): CIP Consulting (2028-2037)
- E. Specific Project (description): Capital Improvement Plan Assistance

GENERAL DESCRIPTION OF PROJECT: Owner is undergoing a 10-Year Capital Improvement Plan (CIP) update. Engineer will assist in identifying project priorities for the planning period, developing cost estimates, funding scenarios, and CIP development.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:
 - 1. Weekly internal meetings to track project schedule, review deliverables, and manage overall project scope throughout the duration of the project. (14 weeks)
 - 2. Meetings with Owner's staff and AE2S to discuss project needs, priorities, and scope. (3 meetings)
 - 3. Draft deliverable presentation to Owner to receive feedback for updates to be made prior to project completion. (1 meetings)
 - 4. Identify project priorities for 10-year planning period. (Assume maximum of 12 new projects)
 - 5. Develop cost estimates, maps, and funding scenarios for each project.
 - 6. Update funding scenarios for projects already entered in CapVue.
 - 7. Develop Capital Improvement Plan within Engineer's CIP web-based application (CapVue).
 - 8. Provide access and training for Owner's staff to use CapVue. (1 meeting)

9. Update CIP in CapVue based on Owner feedback.
10. Create a GIS web map showing the projects included in the CIP.
11. Final deliverable will include a GIS web map displaying CIP priorities, 10-year CIP report for expenditures and funding, project summary sheets, and an excel document of the CIP reports.
12. Owner will receive access to the GIS web map and the CIP application.
13. Final CIP presentation at Mandan Commission Meeting.

B. Resident Project Representative (RPR) Services – Not Applicable

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

C. Designing to a Construction Cost Limit – Not Applicable

D. Other Services – Not Applicable

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

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

- Attend meetings with Engineer and provide input to identify project needs and priorities.
- Provide Owner's records to Engineer as needed.

4. Task Order Schedule

The parties shall meet the following schedule:

- Notice to proceed: July 7
- Kickoff meeting with Owner's staff to identify project needs: 2 weeks after notice to proceed.
- Develop cost estimates, maps, and project list 4 weeks after Kickoff meeting.
- Project ranking, review meeting with Owner's staff: 4-6 weeks after Kickoff meeting.
- Additional project review and ranking meeting with Owner's staff: 2 weeks after 1st review and ranking meeting.
- Draft CIP deliverable sent to Owner for review and feedback with a meeting to discuss draft CIP and Owner's feedback: 8-10 weeks after notice to proceed.
- Final CIP deliverables sent to Owner : 12-14 weeks after notice to proceed.
- Present CIP at Mandan City Commission Meeting.

5. Payments to Engineer

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

Description of Service	Amount	Basis of Compensation
1. Basic Services		
a. Capital Improvement Plan Development	\$37,377	Standard Rates
TOTAL COMPENSATION	\$37,377	

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only.

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

6. Terms and Conditions

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

The Effective Date of this Task Order is July 7, 2026.

OWNER: City of Mandan, ND

ENGINEER: Moore Engineering, Inc.

By: _____

By: Carl Jackson

Print Name: James Froehlich

Print Name: Carl Jackson, PE

Title: Mayor

Title: Market Leader

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jarek Wigness, PE

Title: City Engineer

Address: 205 2nd Ave NW
Mandan, ND 58554

E-Mail Address: jarek.wigness@cityofmandan.com

Phone: (701) 667-3227

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Grant Dockter, PE

Title: Project Manager

Address: 4503 Coleman Street – Suite 105
Bismarck, ND 58503

E-Mail Address: grant.dockter@mooreengineeringinc.com

Phone: (701) 425-1842

Task Order No. 15

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 21, 2020 and as amended January 20, 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: July 7, 2026
- b. Owner: City of Mandan
- c. Engineer: Advanced Engineering and Environmental Services, LLC
- d. Specific Project (title): Capital Improvement Plan for Water and Wastewater Utilities 2027-2037
- e. Specific Project (description): Professional services to assist the Owner with a review of current water and wastewater planning documents, assist with prioritization of capital improvement projects, and organizing in a 10-year Capital Improvement Plan. The current Capital Improvement Plan 2026-2030 will form the basis.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:
 - 1. Contract Management and Administration
 - a. Project Management including contract coordination, coordinating staff, schedule development and monitoring, budget review and control, and monthly project status reports.
 - b. Project Administration including monthly invoicing.
 - 2. Meetings
 - a. Project Kickoff – Meet with Owner’s staff to review current planning documents and prioritize projects for the planning period. Planning documents include previous CIP 2026-2030 supplemented with master plans and current SRF Intended Use Plan (IUP) applications. Meeting to be in person.
 - b. Deliverable Review Meeting – Meet with Owner’s staff to review draft deliverables for feedback. Meeting to be in person.

- c. City Commission Working Session - Attend and support one City Commission working session to review CIP.
- 3. Capital Improvement Plan
 - a. Identify project priorities for 10-year planning period. Review the following planning documents with Owner's staff for input at Project Kickoff Meeting.
 - 1) 2026-2030 Capital Improvement Plan
 - 2) Distribution – based on 2007 MP and current SRF IUP list.
 - 3) Water Treatment – based on 2006 MP and current SRF IUP list.
 - 4) Collection – based on 2012 MP and current SRF IUP list.
 - 5) Wastewater Treatment – based on 2023 MP Update and current SRF IUP list.
 - 6) Transportation – coordinate transportation project priorities with distribution and collection priorities.
 - b. OptX Updates
 - 1) Update OptX with project priorities previously identified for planning period.
 - 2) Add/update OptX with transportation project through planning period.
 - c. 10-Year Project Overview Exhibit
 - 1) Import OptX geometries into City GIS system.
 - 2) Develop overview of the city showing projects through planning period. Anticipate splitting into two exhibits with near term and long-term projects.
 - d. Project Summaries
 - 1) Develop one-page project summaries for priority projects through the planning period.
- 4. Deliverable
 - a. OptX Excel table export documenting priority projects through the planning period.
 - b. GIS exhibit showing overview of the city and priority projects through the planning period.
 - c. Excel workbooks with one-page summaries of priority projects through the planning period.
- 5. Engineer's clarification to scope:
 - a. Planning period of 10-years (years 2027-2037).

- b. Meetings – total of three meetings planned.
 - c. Transportation project priorities and information to be provided by the Owner.
 - d. Draft deliverables will be updated once per the Owner’s input from the draft deliverable review meeting.
6. Engineer’s scope shall exclude the following:
- a. City Commission presentation.
 - b. Rate setting, revenue adequacy review, or other financial reviews.
 - c. Other services not identified in this scope of services.
- B. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:
- Those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: **None**.

5. Task Order Schedule

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

- Kickoff Meeting approximately 2-weeks from signed agreement.
- Draft Deliverable Review Meeting within 2 months of Kickoff Meeting.
- Final Deliverables approximately 1 month from Draft Deliverable Review Meeting.

6. Payments to Engineer

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

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
Study and Report Phase	\$ 40,000	Hourly
TOTAL COMPENSATION	\$ 40,000	

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

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

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

8. Other Modifications to Agreement and Exhibits: None

9. Attachments:

- 2026 Hourly Fee and Expense Schedule

10. Other Documents Incorporated by Reference: None

11. Terms and Conditions

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

The Effective Date of this Task Order is July 7, 2026.

OWNER:
City of Mandan

ENGINEER:
Advanced Engineering and Environmental Services,
LLC

By:

By: *Jordan Geiger*

Print name: Jarek Wigness

Print name: Jordan Geiger

Title: City Engineer

Title: Operations Manager

Date Signed:

Date Signed:
Jun 25, 2026

**DESIGNATED REPRESENTATIVE FOR TASK
ORDER:**

Name: Jarek Wigness

Title: City Engineer

205 2nd Ave NW

Address: Mandan, ND 58554

E-Mail

Address: jarek.wigness@cityofmandan.com

Phone: (701) 667-3227

**DESIGNATED REPRESENTATIVE FOR
ORDER:**

Name: Laith Hintz

Title: Project Manager

1815 Schafer Street, Suite 301

Address: Bismarck, ND 58501

E-Mail

Address: Laith.Hintz@ae2s.com

Phone: (701) 221-0530

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

2026 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	\$73.00	IT 1	\$145.00
Administrative 2	\$88.00	IT 2	\$196.00
Administrative 3	\$103.00	IT 3	\$241.00
Communications Specialist 1	\$117.00	Land Surveyor Assistant	\$107.00
Communications Specialist 2	\$137.00	Land Surveyor 1	\$129.00
Communications Specialist 3	\$158.00	Land Surveyor 2	\$156.00
Communications Specialist 4	\$190.00	Land Surveyor 3	\$175.00
Communications Specialist 5	\$210.00	Land Surveyor 4	\$193.00
		Land Surveyor 5	\$213.00
Construction Services 1	\$140.00	Operations Specialist 1	\$112.00
Construction Services 2	\$171.00	Operations Specialist 2	\$140.00
Construction Services 3	\$190.00	Operations Specialist 3	\$173.00
Construction Services 4	\$211.00	Operations Specialist 4	\$198.00
Construction Services 5	\$232.00	Operations Specialist 5	\$222.00
Engineering Assistant 1	\$94.00	Project Coordinator 1	\$130.00
Engineering Assistant 2	\$111.00	Project Coordinator 2	\$145.00
Engineering Assistant 3	\$140.00	Project Coordinator 3	\$162.00
Engineer 1	\$152.00	Project Coordinator 4	\$178.00
Engineer 2	\$182.00	Project Coordinator 5	\$201.00
Engineer 3	\$213.00		
Engineer 4	\$246.00	Project Manager 1	\$229.00
Engineer 5	\$264.00	Project Manager 2	\$251.00
Engineer 6	\$279.00	Project Manager 3	\$269.00
		Project Manager 4	\$284.00
Engineering Technician 1	\$93.00	Project Manager 5	\$303.00
Engineering Technician 2	\$117.00	Project Manager 6	\$317.00
Engineering Technician 3	\$141.00		
Engineering Technician 4	\$158.00	Sr. Designer 1	\$199.00
Engineering Technician 5	\$181.00	Sr. Designer 2	\$221.00
		Sr. Designer 3	\$238.00
Financial Analyst 1	\$126.00		
Financial Analyst 2	\$142.00	Sr. Financial Analyst 1	\$236.00
Financial Analyst 3	\$171.00	Sr. Financial Analyst 2	\$257.00
Financial Analyst 4	\$187.00	Sr. Financial Analyst 3	\$279.00
Financial Analyst 5	\$209.00		
GIS Specialist 1	\$117.00	Technical Expert 1	\$361.00
GIS Specialist 2	\$142.00	Technical Expert 2	Negotiable
GIS Specialist 3	\$168.00		
GIS Specialist 4	\$188.00		
GIS Specialist 5	\$210.00		
I&C Assistant 1	\$112.00		
I&C Assistant 2	\$139.00		
I&C 1	\$166.00		
I&C 2	\$196.00		
I&C 3	\$221.00		
I&C 4	\$234.00		
I&C 5	\$246.00		

Reimbursable Expense Rates

Transportation	\$0.83/mile
Survey Vehicle	\$1.05/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS/USV – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$60.00/day
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$302.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.



City Commission

Agenda Documentation

MEETING DATE: July 7, 2026
PREPARATION DATE: July 1, 2026
SUBMITTING DEPARTMENT: Engineering Department
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Riley McAdoo-Roesler, Assistant City Engineer
SUBJECT: Task Order with HDR regarding Riverwood Ave

STATEMENT/PURPOSE:

To consider adding complete design work for Riverwood Ave for a late 2026/early 2027 bid to HDR's existing Memorial Highway design and oversight contract.

BACKGROUND/ALTERNATIVES:

This task order is to complete final design to replace the existing sanitary force main and lift station, and reconstruct the roadway along Riverwood. 30% of Riverwood will be reconstructed as part of the on-going Memorial Highway project. This project would reconstruct the remaining 70%. The timing is intended to capitalize on the proximity of contractors.

City Staff attempted to get this reconstruction included in the Memorial Highway project during initial project development in 2019. After that attempt, the Engineering Department then unsuccessfully applied for flex funds in 2025.

The Engineering and Public Works Departments still feel that repairs on this roadway cannot be delayed. Several business owners along Riverwood Ave have also reached out to Engineering and Public Works Staff and voiced concerns. As a first step, the Engineering Department reached out to property owners along Riverwood Ave and invited them to a meeting at City Hall to discuss the project need. Property owners along the corridor agreed that something needs to be done to this roadway and were in agreement that the design should move forward. Property owners also expressed that they would like a future meeting once preliminary design is more solidified. The item before the commission today is an agreement with HDR to complete the design so that the project can be constructed in 2027, coordinating with the Memorial Highway project. This project was identified in the 5-year CIP.

ATTACHMENTS:

1. Riverwood Avenue Reconstruction
2. MMH_Amendment7_RiverwoodAve_Reconstruction

FISCAL IMPACT:

Costs for this project are anticipated to be included in the Memorial Highway Street Improvement District 239. The cost for this task order is \$270,556.00.

STAFF IMPACT:

Staff will spend time working with HDR and business owners.

LEGAL REVIEW:

All documents have been made available to the City Attorney for review.

RECOMMENDATION:

To approve with task order number 7 for HDR to perform design work on Riverwood Ave SE.

SUGGESTED MOTION:

I move to approve with task order number 7 for HDR to perform design work on Riverwood Ave SE.

Riverwood Avenue Reconstruction



CITY OF
MANDAN
WHERE THE WEST BEGINS



LEGEND

- Memorial Highway Project Limits
- Riverwood Ave Project Limits
- ROW Line

PROJECT OVERVIEW

RIVERWOOD AVE SE

MEMORIAL HWY

3rd STREET SE

LEGEND

- Memorial Highway Project Limits
- Riverwood Ave Project Limits
- Memorial Highway Storm System
- Riverwood Ave Storm System
- Memorial Highway Sanitary System
- Riverwood Ave Sanitary System
- ROW Line

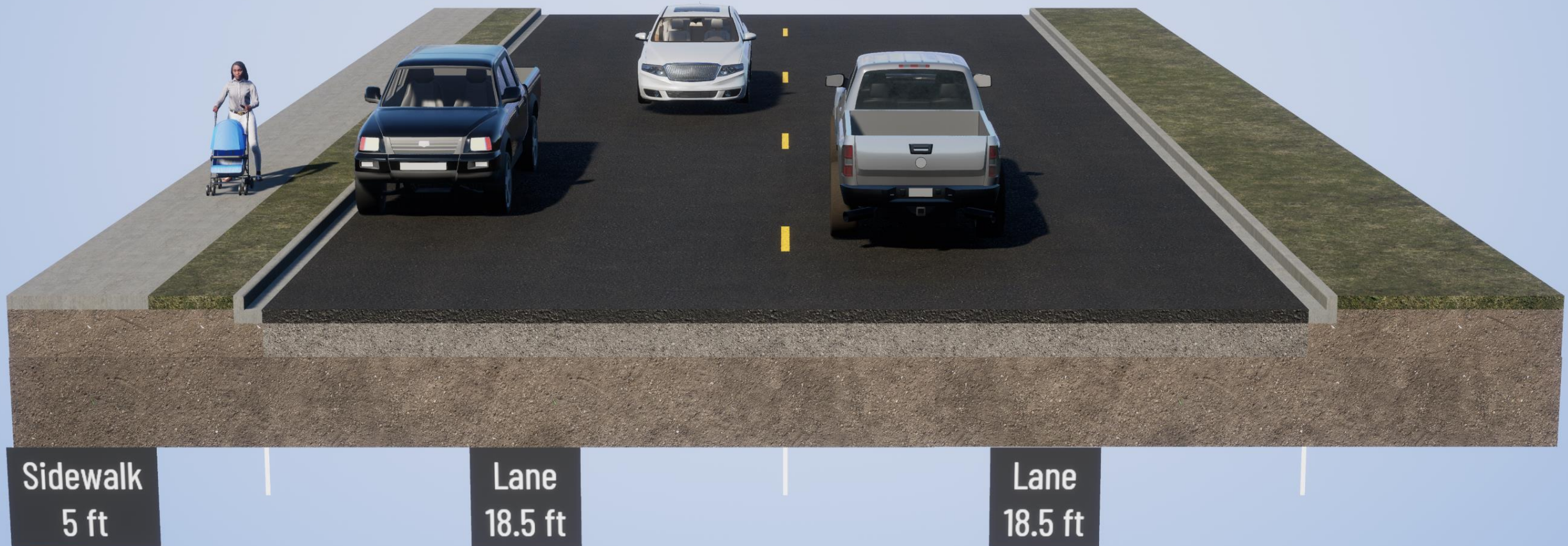
UTILITY IMPROVEMENT

RIVERWOOD AVE SE

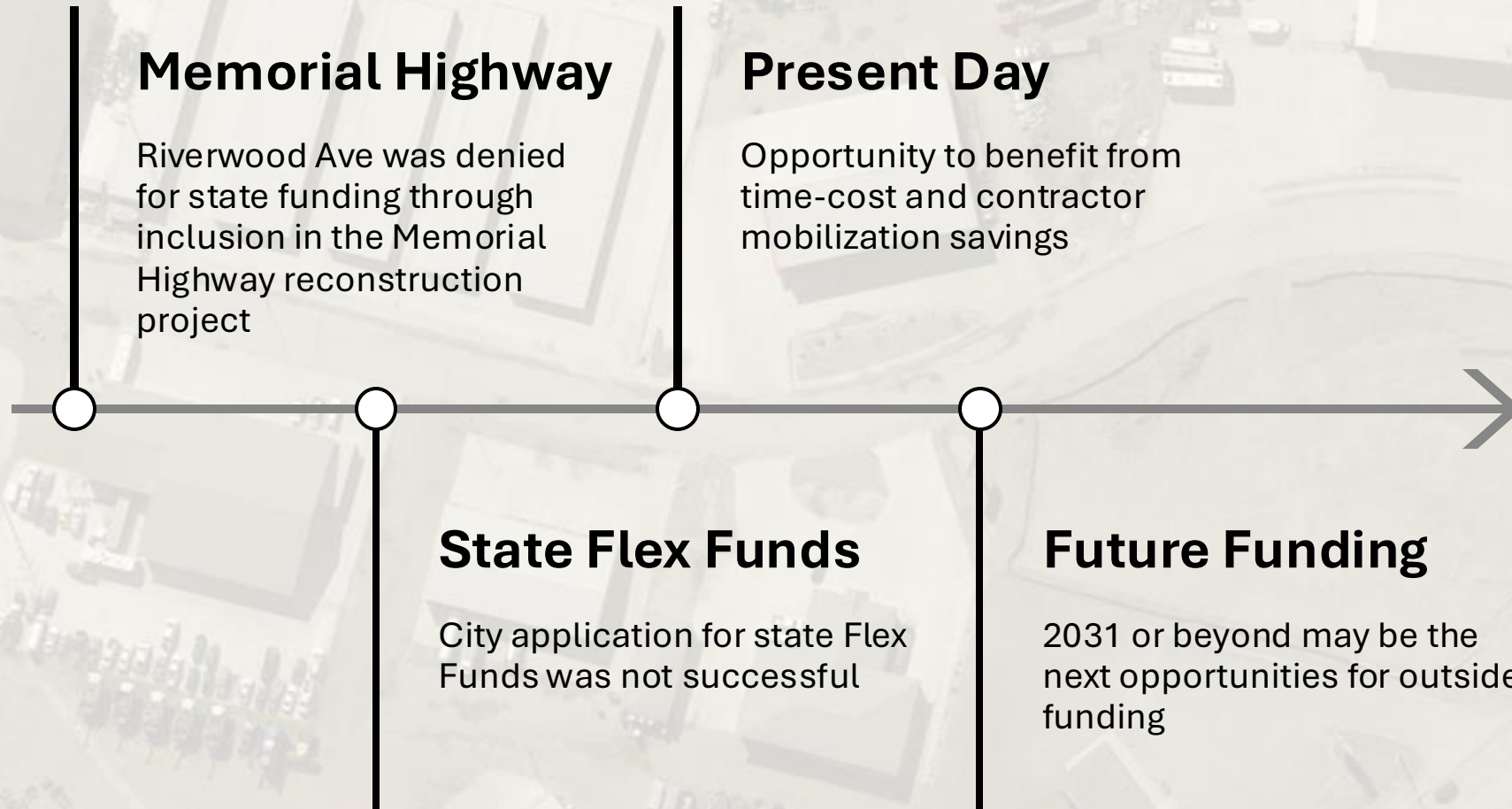
MEMORIAL HWY

3rd STREET SE

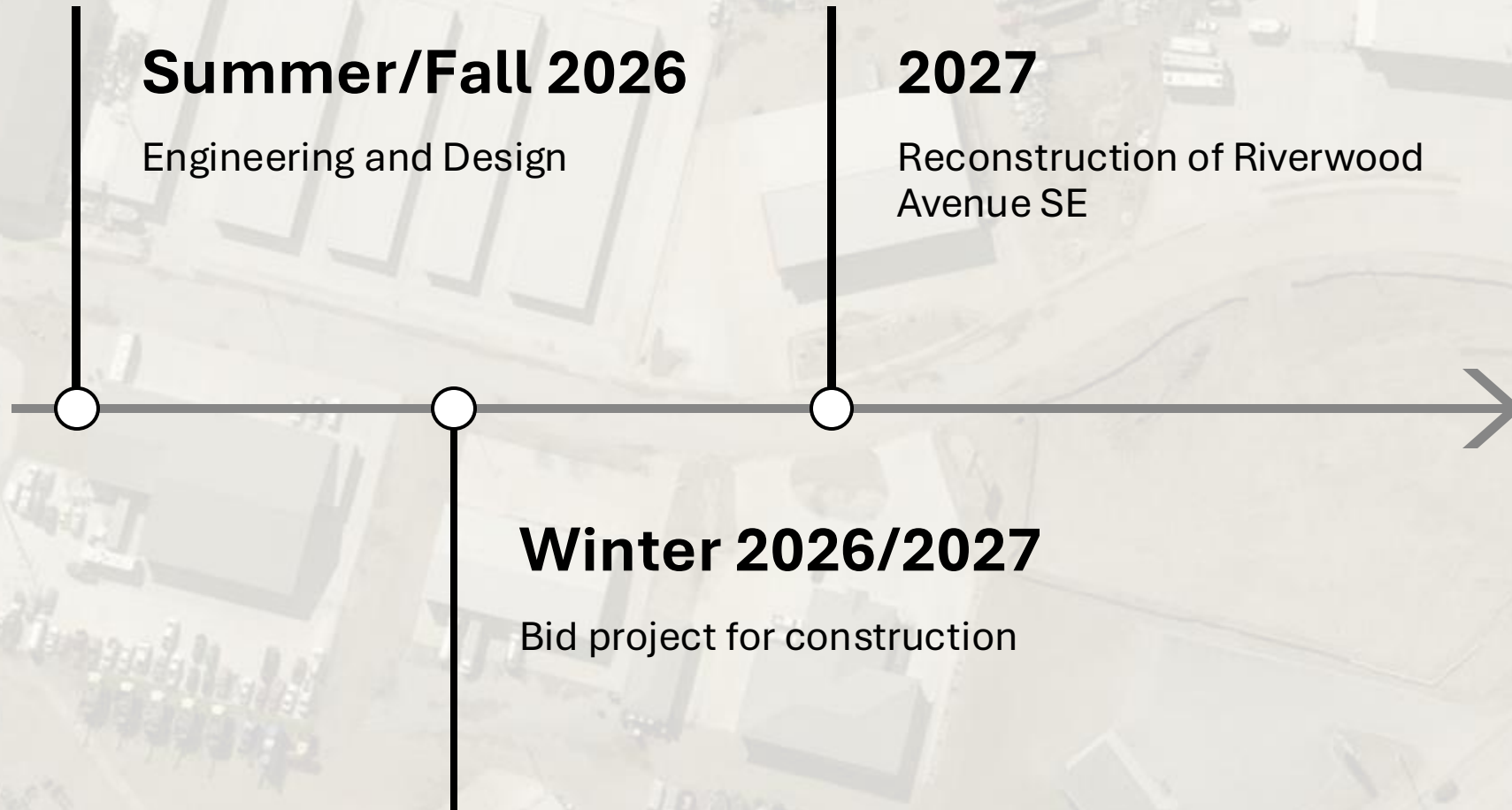
RIVERWOOD AVE SE



Funding Opportunity Timeline



Project Schedule



AMENDMENT TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on April 16, 2019 to perform engineering services for Memorial Highway – City Utilities ("Project");

CITY OF MANDAN desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and CITY OF MANDAN do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Additional scope of services for final design activities included in Exhibit A.

The not to exceed fee estimate will be increased \$270,565.00 for the additional scope of services. The total contract amount will increase from \$4,060,363.00 to \$4,330,928.00 and if desired by the OWNER can be amended as necessary.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

CITY OF MANDAN ("OWNER")

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

June 2026

City of Mandan PROJECT SCOPE OF SERVICES – Amendment 7 HDR Engineering, Inc.

PROJECT OVERVIEW

This scope and fee outlines engineering services associated with the preliminary and final design for Riverwood Avenue SE between 3rd Street and Memorial Highway. Roadway improvements include the replacement of the surfacing section, curb and gutter spot repairs, installation of storm sewer, and sanitary sewer improvements to the lift station and forcemain. Additionally, this scope includes developing a construction bid plan package and bidding assistance for Riverwood Avenue Reconstruction Project.

SCOPE OF SERVICES TO BE PERFORMED:

Task 100 – Project Administration

101 Project Staff Meetings

HDR's project manager will monitor project milestones and conduct staff meetings as needed to coordinate with project staff and to discuss work plan. The project scope and budget will be tracked and City of Mandan will be notified of potential changes.

102 Coordination with the City of Mandan

Coordination will take place with City of Mandan staff throughout the project. Communications methods may include in person meetings, phone calls and e-mails. Meeting minutes will be prepared and distributed to meeting attendees. Assist the City with project cost updates for financial planning.

Key Understandings and Assumptions:

- Project scope includes services from July 2026 to February 2027.

103 QC/QA Reviews

QC/QA reviews will be conducted in accordance with an agreed upon Project QC/QA plan

Key Understandings and Assumptions:

- Where possible and as mutually decided upon by the City of Mandan and HDR, reviews of deliverables may be conducted concurrently to streamline the review process and keep the submission of final deliverables timely.

104 Progress Reporting and Invoicing

HDR will prepare and submit monthly progress reports and invoices to City of Mandan.

Deliverables

- Progress Reports
- Invoices

Task 200 – 1200 included in previous scope of services

Task 1300 – Riverwood Avenue Reconstruction

This task includes the design and preparation of bid documents for Riverwood Avenue between 3rd Street and Memorial Highway.

The design effort will be broken into two phases: Preliminary Design & Final Design. Preliminary Design will entail the evaluation of existing site conditions including pavement design, preliminary design plans (30% design), environmental documentation and facility plan for SRF funding, and landowner coordination. Preliminary design plans and costs will be coordinated and reviewed by City staff prior to starting final design. Final Design will involve the preparation of construction bid package and an opinion of probable construction costs as well as assisting the City through the project bid phase.

1301 Data Collection and Review

Relevant information and data needed for the design and analysis will be collected and provided to the HDR Team. This task also includes an inventory/analysis of existing infrastructure/utilities to develop preliminary design and opinion of probable construction costs.

1302 Surveying and Utility Improvements

AE2S Task – see attached scope of services

1303 Pavement and Geotechnical Evaluation

Braun Intertec Task – see attached scope of services

1304 Preliminary Design & Utility Coordination

The HDR Team will develop preliminary roadway design plans for City review and opinion of probable construction costs. Plans include title sheet, scope of work, typical sections and plan and profile sheets.

HDR will prepare and send a Preliminary Utility Coordination Letter to the potentially impacted utility companies requesting comments, sharing of preliminary information, or further correspondence. HDR will prepare utility conflict plans and schedule one meeting to discuss potential conflicts with each utility company.

Key Understanding/Assumptions

- Opinions of Probable Costs (OPCs) are estimates of the costs to construct the roadway improvements associated with the project as documented. These are meant for general reference only, as contractor-developed estimates submitted during bidding will be different.
- Up to five (5) utility coordination letters will be sent
- Up to five (5) utility coordination meetings will be held

Deliverables

- 30% Plans
- Utility coordination letters
- Utility conflict plans

1305 Environmental Documentation

HDR would complete the environmental review to meet the requirements of the Facility Plan document associated with SRF funding. The public and several review agencies are involved in preparing the environmental review.

Solicitation of Comments

HDR will prepare and submit agency coordination packages, including a narrative description and project maps (per the details below), to the following agencies, which must be given the opportunity to comment on the proposed project.

- **North Dakota Department of Water Resources (NDDWR)**
- **North Dakota Game and Fish Department (NDGF)**
- **North Dakota Historic Preservation Officer (ND SHPO)**
 - Review previously completed cultural resources report prepared for area.
 - Submit an effects determination for ND SHPO concurrence.
- **U.S. Fish & Wildlife Service (USFWS)**
 - Prepare and submit project information using the IPaC tool.
 - Review IPaC species and habitat requirements and include effect determinations within the environmental review portion of the facility plan (e.g., No Effect / Not Likely to Adversely Affect / Adverse Effect) and determination key (DKey) letters.
- **USDA Natural Resources Conservation Service (NRCS)**
 - Solicitation for comments will be sent via letter to the State Soil Scientist.
- **U.S. Army Corps of Engineers (USACE)**
 - Solicitations for comments will be sent to cenwo-od-rnd@usace.army.mil or uploaded to the Regulatory Request System.
 - Track 30-day response period and provide documentation of any comments or lack of response.
- **North Dakota Department of Environmental Quality**
 - Solicitation for comments will be sent via letter to Director, L. Dave Glatt, P.E.
- **Local Planning Authorities**

Note: The project is not located on or near tribal lands. Indian Health Services, Tribal Historic Preservation Office, and EPA Region 8 will not be solicited.

Environmental Benefits and Impacts

The facility plan would include a narrative discussion that addresses direct, indirect, and cumulative environmental impacts, consistent with Facilities Plan requirements. The narrative would compare the proposed alternative(s) and the No-Action alternative. The narrative would emphasize social/economic profile, public health, wetlands, wild and scenic rivers, agricultural lands, cultural resources (archaeological/historical), flora and fauna, air quality, water quality, solid waste, and energy within the area of impact, and mitigation efforts to address any identified impacts.

The narrative would include environmental commitments and/or mitigation measures to verify environmental compliance before, during, and after construction. These may include avoidance or minimization measures for sensitive habitats or cultural resources, stormwater/erosion control measures, and verifying the need for, and/or obtaining, a Section 404 permit for wetland impacts.

A map or maps for each alternative would be included that show the following:

- Wetlands (e.g. National Wetland Inventory or other desktop means) – No wetlands identified
- Historic properties
- Floodplains
- Parks (note whether encumbered by Land and Water Conservation Act)

Key Understanding/Assumptions

- No field work would be completed, including but not limited to wetland delineation, cultural resources survey, special habitat / species surveys. If determined necessary during the project, HDR could complete these as additional scope item.
- Public meetings will not be required.

1306 Landowner Coordination

HDR will assist the City of Mandan with up to 2 landowner meetings to discuss project improvements and opinions of probable construction cost. This includes up to 5 exhibits in a PowerPoint presentation for each meeting.

1307 Final Design

HDR will develop a final construction plan package for bid that includes the roadway design elements. The construction plan package includes a project manual following EJCDC project documentation. Following policies, procedures, and design values outlined in the City of Mandan Design Standards and NDDOT Design Manual.

Key Understanding/Assumptions

- HDR based the cost proposal on preparing the following plan sheets and documents:
 - Title Sheet
 - Table of Contents
 - Scope of Work
 - Notes
 - Estimate of Quantities
 - Basis of Estimate
 - Data Tables
 - Details
 - Typical Sections
 - Removals
 - Hydraulic Data
 - Allowable Pipe List
 - Plan and Profile
 - Erosion Control and Seeding
 - Survey Coordinate Data
 - Work Zone Traffic Control
 - Permanent Signing and Pavement Marking Plans
 - Cross Sections
 - Standard Details
 - Special Provisions
- Temporary construction easements and acquisition are not anticipated or included in this scope of services.

1308 Bidding Assistance

The engineer will be available to answer pre-bid questions from the contractors. The engineer will be available during the bid opening to assist in recommendations to award the project.

Key Understanding/Assumptions

- There will be no pre-bid meeting. Up to two (2) HDR staff will attend the bid opening.
- HDR cost proposal includes preparing up to two (2) addenda. (10 pages each)
- Construction services and engineer of record services are not included in this scope

PROJECT SCHEDULE

HDR will schedule activities and work to meet the milestone dates listed below.

ACTIVITY	PROJECTED END DATE
Preliminary Design	SEPTEMBER 2026
Landowner Meeting	SEPTEMBER 2026
Project Bid	FEBRUARY 2027



HDR Engineering, Inc.
2026 Hourly Billing Rates

Billing Title	Billing Rate	Billing Title	Billing Rate
Managing Principal	310	Environmental/Hydrologist/Geologist 8	240
Project Manager 7	290	Environmental/Hydrologist/Geologist 7	225
Project Manager 6	260	Environmental/Hydrologist/Geologist 6	210
Project Manager 5	240	Environmental/Hydrologist/Geologist 5	195
Project Manager 4	225	Environmental/Hydrologist/Geologist 4	170
Project Manager 3	210	Environmental/Hydrologist/Geologist 3	150
Project Manager 2	195	Environmental/Hydrologist/Geologist 2	130
Project Manager 1	180	Environmental/Hydrologist/Geologist 1	110
Engineer 11	290	Economist 4	220
Engineer 10	260	Economist 3	190
Engineer 9	240	Economist 2	160
Engineer 8	225	Economist 1	130
Engineer 7	210	Surveyor 5	190
Engineer 6	195	Surveyor 4	170
Engineer 5	180	Surveyor 3	150
Engineer 4	165	Surveyor 2	130
Engineer 3	150	Surveyor 1	110
Engineer 2	135	Construction Manager 6	260
Engineer 1	125	Construction Manager 5	245
System Integrator 4	230	Construction Manager 4	235
System Integrator 3	195	Construction Manager 3	215
System Integrator 2	175	Construction Manager 2	205
System Integrator 1	155	Construction Manager 1	185
CADD/GIS Manager	200	Strategic Comm/Graphic Designer 4	165
CADD/GIS Technician 6	185	Strategic Comm/Graphic Designer 3	145
CADD/GIS Technician 5	165	Strategic Comm/Graphic Designer 2	130
CADD/GIS Technician 4	150	Strategic Comm/Graphic Designer 1	105
CADD/GIS Technician 3	135	Commercial Mgmt/Project Controls 6	310
CADD/GIS Technician 2	120	Commercial Mgmt/Project Controls 5	280
CADD/GIS Technician 1	110	Commercial Mgmt/Project Controls 4	250
Technician 5	170	Commercial Mgmt/Project Controls 3	220
Technician 4	150	Commercial Mgmt/Project Controls 2	190
Technician 3	135	Commercial Mgmt/Project Controls 1	160
Technician 2	115	Project Controller	150
Technician 1	105	Project Accountant	120
Right of Way 5	195	Project Assistant	115
Right of Way 4	180	Admin Assistant	85
Right of Way 3	155		
Right of Way 2	135		
Right of Way 1	120		
Right of Way Coordinator	115		



Rates shall be adjusted annually. HDR may hire contract workers that will be assigned a billing rate based on this rate sheet. HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise will be billed at the below rates.

Billing Title	Billing Rate
Technical Expert 9	375
Technical Expert 8	355
Technical Expert 7	335
Technical Expert 6	315
Technical Expert 5	305
Technical Expert 4	285
Technical Expert 3	265
Technical Expert 2	245
Technical Expert 1	225

REIMBURSABLE EXPENSES

Reimbursable Expense shall mean actual expenses incurred for travel, hotel, printing, meals, subconsultants, shipping, and other incurred expense. If negotiated with Owner in the contract, HDR will add an agreed to percentage mark-up to subconsultant invoices to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.

Expense	Rate
Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Drone	\$275.00 per day
HDR Vehicle Mileage	\$0.92 per mile
Personal Vehicle Mileage	IRS rate per mile

June 29, 2026

Revised Proposal:10014309

Craig Mizera, PE

HDR Inc.

3231 Greensboro Drive, Suite 200

Bismarck, ND 58503

Re: Revised Proposal for a Pavement Evaluation
Riverwood Avenue SE
Mandan, North Dakota

Dear Mr. Mizera:

Braun Intertec Corporation (Braun Intertec) submits this revised proposal to complete a pavement evaluation for the Riverwood Avenue SE pavement improvement project. We have revised this proposal at your request on behalf of the City of Mandan to decrease the number of pavement core and hand auger boring locations to two and provide estimated fees to utilize ground penetrating radar (GPR) for the pavement evaluation. The GPR work will be completed in conjunction with mobilizations with at least 2 other projects once we receive authorization.

Project Information

We understand that the City of Mandan intends to include pavement repairs of the section of Riverwood Avenue SE between Memorial Highway and 3rd Street SE into the existing Memorial Highway project. Based on street-view imagery obtained from Google Earth™, the existing pavement is in poor condition. Many sections of the street are severely distressed (exhibited as alligator cracking) with many patches, and a section of the road has been reduced to gravel surfacing. We understand the city is looking for options for pavement repair or replacement.

We understand that the desired pavement section, if reconstruction is required, is to place geogrid over prepared subgrade, and use 6-inch-thick aggregate base course with a 5- or 6-inch-thick asphalt pavement. Since a traffic count and vehicle distribution are likely not available, we will provide an estimate of pavement life in ESALs based on unreinforced and reinforced pavement sections.

Purpose

The purpose of the pavement evaluation is to determine the thicknesses of the in-place pavement materials and to note underlying material conditions to assist with repair or replacement recommendations.



Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Utility Clearance

Prior to subsurface exploration, we will contact North Dakota One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

If you, or your authorized representative, cannot locate underground objects or private utilities that are suspected or known to exist, we can retain a private locate company for an additional fee. Fees charged will be 1.15x the subcontractor fee plus additional time for our staff to coordinate the work onsite. If performed, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. We will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, we reserve the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Traffic Control

Based on our review of the streets to be tested, the streets appear to be low-volume streets. To protect our field crews and alert motorists of our work, we intend to use traffic signs and cones, flashing lights, and vehicles as a barricade. If more extensive traffic control is required, we request that the City of Mandan provide flaggers or temporarily close the street.

Pavement Coring, Hand Auger Borings, and Dynamic Cone Penetrometer Testing

We will complete the requested 2 pavement cores and hand auger borings at the locations you have requested. The purpose of performing the pavement cores and hand auger borings will be to measure the thickness of the existing pavement section and underlying aggregate base section, if present, and to assess underlying subgrade conditions.

After penetrating and measuring the aggregate base section, we will perform dynamic cone penetrometer (DCP) testing to nominal depths of 3 feet below the top of pavement. This test can be correlated with California Bearing Ratio (CBR) of the existing soil subgrade for pavement analysis.

After completion of the DCP, we will use the hand auger to collect a sample of subgrade soil for classification and laboratory testing.



Once complete, the pavement cores will be returned to our lab where they will be reviewed for any material deficiencies and retained for appropriate testing, if required. Upon backfilling boring locations, we will fill holes in pavements with a temporary patch. Over time, subsidence of corehole backfill may occur, requiring releveling of surface grades or replacing bituminous patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

We will collect the core/hand auger boring locations and elevations after completion using our Trimble Catalyst GPS. This GPS can typically give accuracies of +/- 1 inch. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project so that we can report stationing and offset locations for our explorations.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests.

Table 1- Laboratory Tests

Test Name	Number of Tests	ASTM Test Method	Purpose
Moisture content	2	D2216	Soil classification, moisture condition, and engineering properties
Atterberg limits	2	D4318	Soil plasticity, shrink/swell potential, engineering parameters, suitability of soils for reuse
Percent Passing No. 200 Sieve	0	D2726	Confirm the classification of sandy, non-plastic material if encountered rather than cohesive subgrade

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses

We will use data obtained from the pavement coring, hand auger borings, and dynamic cone penetration testing borings to assess viable repair options for the street. We will discuss our results and expected pavement design life with you prior to finalizing our report to accommodate the city's preferences for aggregate base and asphalt thicknesses.



Report

We will prepare a final report that includes:

- A sketch showing the tested streets and exploration locations.
- Summary of the pavement core and hand auger boring results, as well as photographs of the pavement cores.
- Recommendations for repair of the tested street, which we assume may include patching, full reconstruction, reinforcement with geogrid, or other options based on our findings.
- Estimate of pavement design life in ESALs based on geogrid-reinforced and unreinforced pavement sections.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule. Dates are based on receiving authorization by July 10.

- Pavement coring and hand auger borings – within 2 weeks of authorization, estimated to be by July 24
- Classification and laboratory testing – within 1 to 2 weeks of completion of field exploration
- Preliminary results – within 1 week of completion of field exploration, estimated to be by July 31
- Final report submittal – within 3 business days of comments on preliminary results, estimated to be by August 7

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of **\$6,500**.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.



Additional Services

For an additional fee of \$3,000.00, we can complete ground penetrating radar (GPR) scanning in both directions of the street and provide graphical outputs of the measured pavement thicknesses as a part of our report. This fee is based on GPR mobilization in conjunction with at least two other North Dakota-based pavement evaluations once authorization has been received. We anticipate the GPR field work will be completed in September of 2026.

GPR testing will be completed using a 2.0-gigahertz, air-coupled unit from GSSI, Inc. Testing will be performed at posted speeds.

Pavement layer thickness data will be gathered at an interval of approximately four data points per foot. Our GPR measurements will be tied to GPS coordinates and interpreted thicknesses will be verified with information obtained from the pavement cores and hand auger borings. A GPR unit of this configuration can be expected to penetrate a maximum of 2 to 3 feet under ideal conditions. Unfavorable soils and ambient and electromagnetic interference may limit the useful depth of the data.

We will attempt to use the two pavement cores to correlate the pavement and aggregate base thicknesses estimated from the GPR. Please note that the GPR does not provide subgrade strength or consistency information.



June 26, 2026

HDR Engineering, Inc
Craig Mizera, PE
Vice President, Transportation Section Manager
3231 Greensboro Dr, Suite 200
Bismarck, ND 58503

**Re: Riverwood Avenue Improvements – Scope of Work and Fee Estimate
Stormwater & Sanitary Sewer Improvements**

Dear Mr. Mizera

Advanced Engineering and Environmental Services, LLC (Subconsultant) thanks you for the opportunity to submit this scope of services to HDR Engineering, Inc. (Engineer) for the City of Mandan (Owner) storm water and sanitary sewer improvements for the Riverwood Avenue Improvements (Project).

Proposed Scope of Services

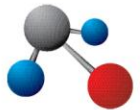
Subconsultant will perform the following tasks for Construction Support Services.

1. Project Management

- a. Subconsultant services will consist of:
 - i. Internal and external team management,
 - ii. Schedule and budget management,
 - iii. Coordination between Owner and Engineer.

2. Survey Support

- a. Topographic Survey within the road ROW and Lift Station site to support design of sidewalks, driveways, curb and gutter, road improvements, and lift station improvements.
- b. Existing utilities will be limited to those that are visible, and those marked by utility companies through the ND One Call utility marking process.
- c. Deliverable will be a CAD file showing existing conditions based on survey data collected from the site and available GIS data.



3. Preliminary and Final Design Support

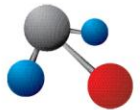
- a. Complete an SRF facility plan that will detail the design alternatives, costs, and meet all SRF funding requirements.
- b. Complete a stormwater analysis of the drainage area that will be used in the facility plan report and to help support recommendations for final design.
- c. Stormsewer design with plan and profiles using AutoCAD Civil3D.
- d. Sanitary sewer lift station design including new pumps, piping, electrical, controls, valves, forcemain, and appurtenances.
- e. Review fire flow needs of local businesses and provide fire flow capable water services to each business.
- f. Opinion of cost at 50% and 100% design.
- g. Meetings:
 - i. Four design review meetings between Engineer and Subconsultant.
 - ii. One design review meeting with the Owner.
- h. Assumptions
 - i. Engineer will complete the Environmental Assessment associated with the SRF Facility Plan Report and write that section of the report.
 - ii. Subconsultant will provide an AutoCAD Civil3D model of the storm sewer system, for Engineer's use with the road design.
 - iii. The existing sanitary sewer lift station concrete vault and wetwell can be reused, and due to space constraints, no building will be included with the lift station.

4. Bidding Assistance

- a. Provide technical support through the bidding process related to SRF requirements and for Subconsultant's design items including responding to contractor questions, providing content for one addendum, and verifying all SRF requirements are met.
 - i. Engineer or Owner will lead the Bidding process including advertisement, bid opening, and addendum administration.

5. Funding Assistance

- a. Coordination with the SRF Program and Owner.
- b. Complete a new SRF loan application or amendment to the Memorial Highway Loan.



Fee & Performance Schedule

Proposed Fee:

Subconsultant proposes a fee of \$140,196.00 for services associated with the above-described scope of work. Subconsultant proposes completing this scope of work utilizing standard hourly rates. This fee assumes the design and bidding work will be completed by the end of 2026 and the funding assistance will be complete in 2027.

Thank you for the opportunity to assist in this project and we look forward to working with you.

Sincerely,

AE2S

Jasper Klein, PE
Senior Project Manager



City Commission

Agenda Documentation

MEETING DATE: July 7, 2026
PREPARATION DATE: July 2, 2026
SUBMITTING DEPARTMENT: Morton Mandan Public Library
DEPARTMENT DIRECTOR: Barb Sandstrom
PRESENTER: Barb Sandstrom, Library Director
SUBJECT: Consider Approval of the Professional Services Agreement with ICON Architectural Group for the Morton Mandan Public Library Makerspace Project.

STATEMENT/PURPOSE:

To consider approval of the Professional Services Agreement between the Morton Mandan Public Library and ICON Architectural Group for architectural and engineering services related to the Makerspace renovation project.

BACKGROUND/ALTERNATIVES:

The Morton Mandan Public Library was awarded a \$500,000 Destination Development Grant from the North Dakota Department of Commerce to develop the Tourism Makerspace Hub.

Following a qualifications-based selection process, the MMPL Board of Trustees selected ICON Architectural Group to provide architectural and engineering services for the project. The attached AIA B101 Agreement establishes the scope of services, compensation, and responsibilities for design, bidding assistance, and construction administration.

The Library Board has reviewed the proposed agreement and recommends approval, subject to the City's legal review.

ATTACHMENTS:

1. June 22, 2026 Minutes
2. Version 1--MMPL Makerspace Funding Strategy

3. B101-2017- Updated Working draft- 26-015 Morton Mandan Public Library -1

FISCAL IMPACT:

Professional design fees are included within the approved Makerspace project budget and will be funded through the Destination Development Grant and required local matching funds. The agreement does not increase the overall project budget.

STAFF IMPACT:

Library administration will coordinate with ICON Architectural Group throughout the design, bidding, and construction phases of the project.

LEGAL REVIEW:

Library administration will coordinate with ICON Architectural Group throughout the design, bidding, and construction phases of the project.

RECOMMENDATION:

The Morton Mandan Public Library Board of Trustees recommends approval of the Professional Services Agreement with ICON Architectural Group.

SUGGESTED MOTION:

I move to approve the Professional Services Agreement between the City of Mandan/Morton Mandan Public Library and ICON Architectural Group for architectural and engineering services related to the Morton Mandan Public Library Makerspace Project.



Meeting Agenda

Morton Mandan Public Library Board of Trustees

Morton Mandan Public Library

Monday, June 22, 2026 @ 5:30

JOIN BY ZOOM MEETING: <https://us06web.zoom.us/j/81479454870>

Meeting ID: 814 7945 4870

Meeting Location: Parkside

Time	Agenda Item	Notes							
1 min.	A. <u>Call to Order & Roll Call</u> Meeting called to order at 5:35 p.m.		Kara Geiger	X	Jen Padilla	X	Nathan Boehm	X	Craig Sjoberg
		X	Beth Kroh		Tasha Bohl	X	Austin Lafferty		Linda Beckler
1 min.	B. <u>Approve Agenda</u>	Trustee Sjoberg moved to approve the agenda, Trustee Kroh seconded. Motion carried.							
1 min.	C. <u>Approve Meeting Minutes:</u> a. May 18, 2026	Trustee Boehm moved to approve minutes as written, Trustee Sjoberg seconded. Motion carried.							
D. NEW BUSINESS:									
3 min.	1. Review: Financial Report	Information on advertising and branding through Good Kids.							
4 min.	2. Consider Approval: Monthly Bills Information on repairs to HVAC and fire alarms, also BKMB repairs. Trustee Kroh moved to approve bills, Trustee Boehm seconded. Motion carried by roll-call vote.		Kara Geiger	Y	Jen Padilla	Y	Nathan Boehm	Y	Craig Sjoberg
		Y	Beth Kroh		Tasha Bohl	Y	Austin Lafferty		Linda Beckler
4 min.	3. Consider Approval: Budget Amendments a. Increase in Expenditure Budgets: i. Passport Services (218.218.59918) by \$2,500 ii. Building Repair & Maintenance (218.218.60321) by \$1,200 b. Recode and Transfer Bookmobile Repair Bills to: i. Bookmobile Replacement (221.221.62115) for a total of \$5,000.00								
			Kara Geiger	Y	Jen Padilla	Y	Nathan Boehm	Y	Craig Sjoberg
		Y	Beth Kroh		Tasha Bohl	Y	Austin Lafferty		Linda Beckler
		Trustee Boehm moved to approve, Trustee Sjoberg seconded. Motion carried with roll-call vote.							
5 min.	4. Consider Approval: ICON Architectural Group Contract	Director Sandstrom gave information on the budget estimate given by ICON, as well as their overview of the project. Trustee Sjoberg moved to approve, Trustee Kroh seconded. Motion carried.							
5 min.	5. Consider Approval: New Position Communication Coordinator	Director Sandstrom explained the changes being made to the staff; training planned for more staff members with the library’s social media and marketing, etc.							
10 min	6. Discussion: 2027 Preliminary Budget	Budget not finalized. Some changes will be made to staff’s hourly wages, per the city’s assessment with CONDREY. Efforts being made to make pay more equitable.							
4 min.	7. Library & Project Updates a. The Bookmobile b. <i>The Good Kids</i> : Marketing & Branding c. The Branch	The bookmobile staff are working to have alternatives in place, in the event that the bookmobile needs more repairs.							

	d. Tourism Makerspace e. Fundraising f. Parade	The bookmobile will be in the 4 th of July parade this year; some staff members and FOL members will be in the parade.	
4 min.	8. Building Updates a. Cybersecurity Review b. Window Washing	General information given on security review. Bids were taken for washing of exterior windows; business has been hired for this job.	
4 min.	9. Staff Updates a. Staffing Capacity Study	Conducting a self-guided research study on library staff and the different departments to determine best practices for scheduling, employment needs, and job responsibilities.	
9 min.	10. Other	Trustee Padilla stated that she will be resigning her position on the board before the end of her term.	
5 min.	F. DIRECTOR'S REPORT: Highlights & Questions		
	G. FUTURE 2026 MEETING DATES FOR LIBRARY BOARD OF TRUSTEES:		
	July 27, 2026	August 24, 2026	September 28, 2026
60 min.	H. ADJOURNMENT: If there is a lack of a quorum, a statement of monthly bills will be emailed to trustees for approval. Meeting adjourned at 6:47 p. m.		

Morton Mandan Public Library

Makerspace Hub Project

Financial Readiness & Funding Strategy

Purpose

The Morton Mandan Public Library is committed to completing the MMPL Makerspace Hub by June 2027 through thoughtful planning, broad community participation, and a diversified funding strategy.

Awarded through the North Dakota Department of Commerce Destination Development Grant Program, the MMPL Makerspace Hub will transform the former Rice Bowl restaurant space into a creative destination that strengthens tourism, lifelong learning, entrepreneurial opportunities, and community engagement throughout Morton County.

MMPL intentionally waited to launch its Community Giving Campaign until professional planning and preliminary cost estimates established a realistic project budget. This provides transparency and allows donors, sponsors, grant partners, and community supporters to invest with confidence, knowing the campaign is based on a clearly defined project with realistic financial expectations.

Project at a Glance

The MMPL Makerspace Hub is currently estimated at approximately \$1.39 million, with construction anticipated to be substantially complete by June 2027.

The library has already secured a \$500,000 Destination Development Grant through the North Dakota Department of Commerce. The remaining community match of approximately \$890,000 will be assembled through a diversified funding strategy that combines library investment with community support, private grants, sponsorships, Friends of Morton Mandan Public Library contributions, and eligible in-kind support.

The Community Giving Campaign has an initial fundraising goal of approximately \$500,000, representing the largest single component of the community match.

The MMPL Makerspace Hub will create a regional destination for creativity, hands-on learning, local history and culture, and entrepreneurial opportunities.

Funding Strategy

The library's community match will be assembled through multiple funding sources rather than relying on any single source of revenue.

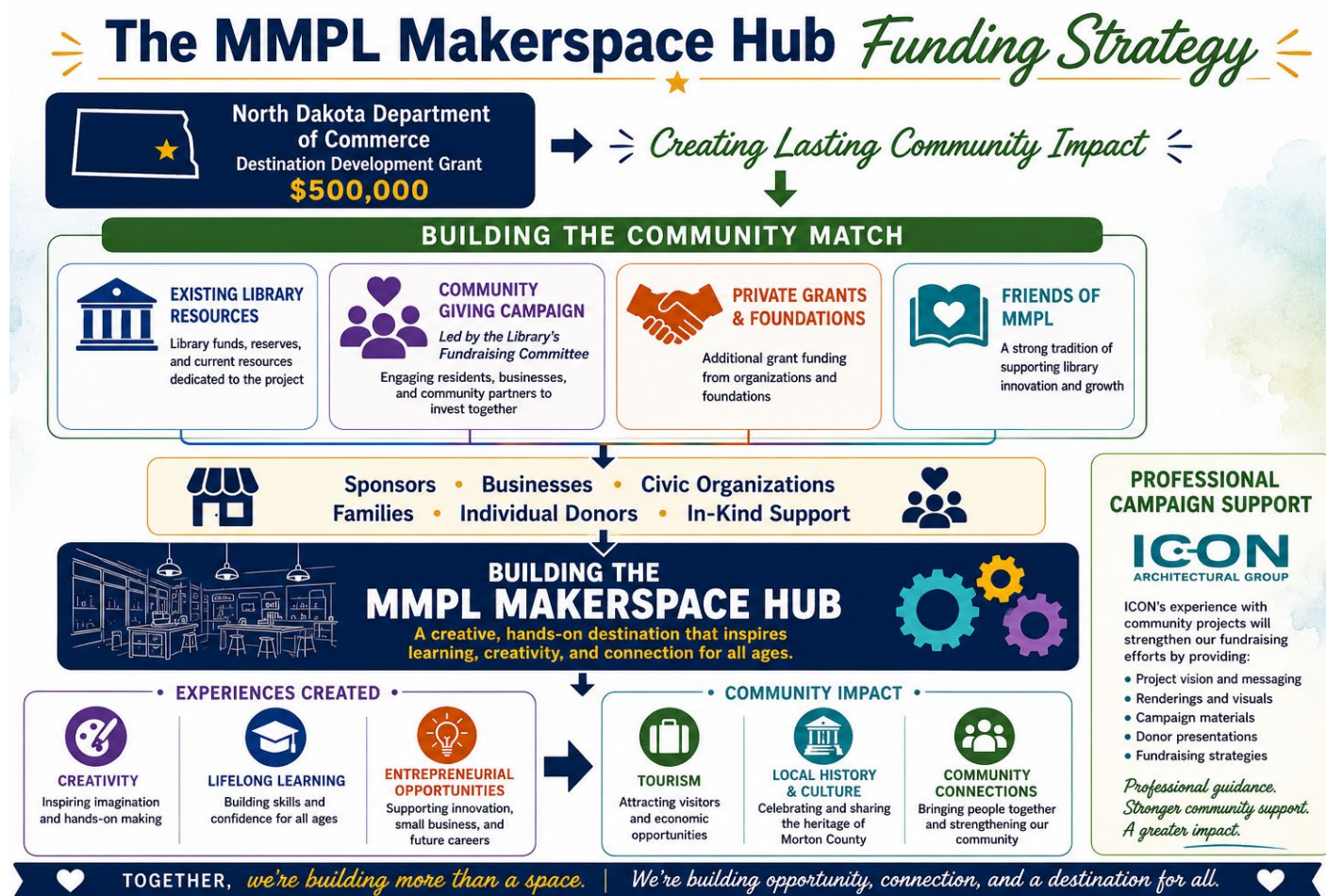
Funding efforts include:

- | | | |
|--------------------------------|------------------------------------|---|
| • Library Capital Investment | • Community Sponsors | • Friends of Morton Mandan Public Library |
| • Community Giving Campaign | • Businesses & Civic Organizations | • Eligible In-Kind Contributions |
| • Private Grants & Foundations | • Families & Individual Donors | |

The Community Giving Campaign is expected to generate approximately \$500,000, while additional funding will continue to be pursued through grants, Friends of Morton Mandan Public Library support, sponsorships, and eligible in-kind contributions.

MMPL will determine the appropriate level of capital investment as fundraising progresses and additional grants are secured. This approach allows the library to maximize outside investment while maintaining the financial stability necessary to support ongoing library services and prepare for future capital needs. The Community Giving Campaign is being coordinated by the Library's Fundraising Committee, which supports fundraising efforts for several strategic library initiatives, including the MMPL Makerspace Hub. The library will also partner with ICON Architectural Group to strengthen fundraising efforts through professional renderings, campaign materials, donor presentations, and strategic messaging that clearly communicates the vision and long-term impact of the project.

Donors and sponsors may be recognized through meaningful opportunities within the Makerspace, such as supporting individual creative areas, equipment, furnishings, or gathering spaces. This approach celebrates community investment while preserving the identity of the Makerspace as a public library resource.



Project Leadership & Oversight

The MMPL Makerspace Hub is guided by a collaborative leadership structure that combines governance, professional expertise, and community involvement.

Project leadership includes:

- MMPL Board of Trustees
- Morton Mandan Public Library Leadership
- Makerspace Oversight Committee
- Library Fundraising Committee
- ICON Architectural Group
- Friends of Morton Mandan Public Library
- Community Partners

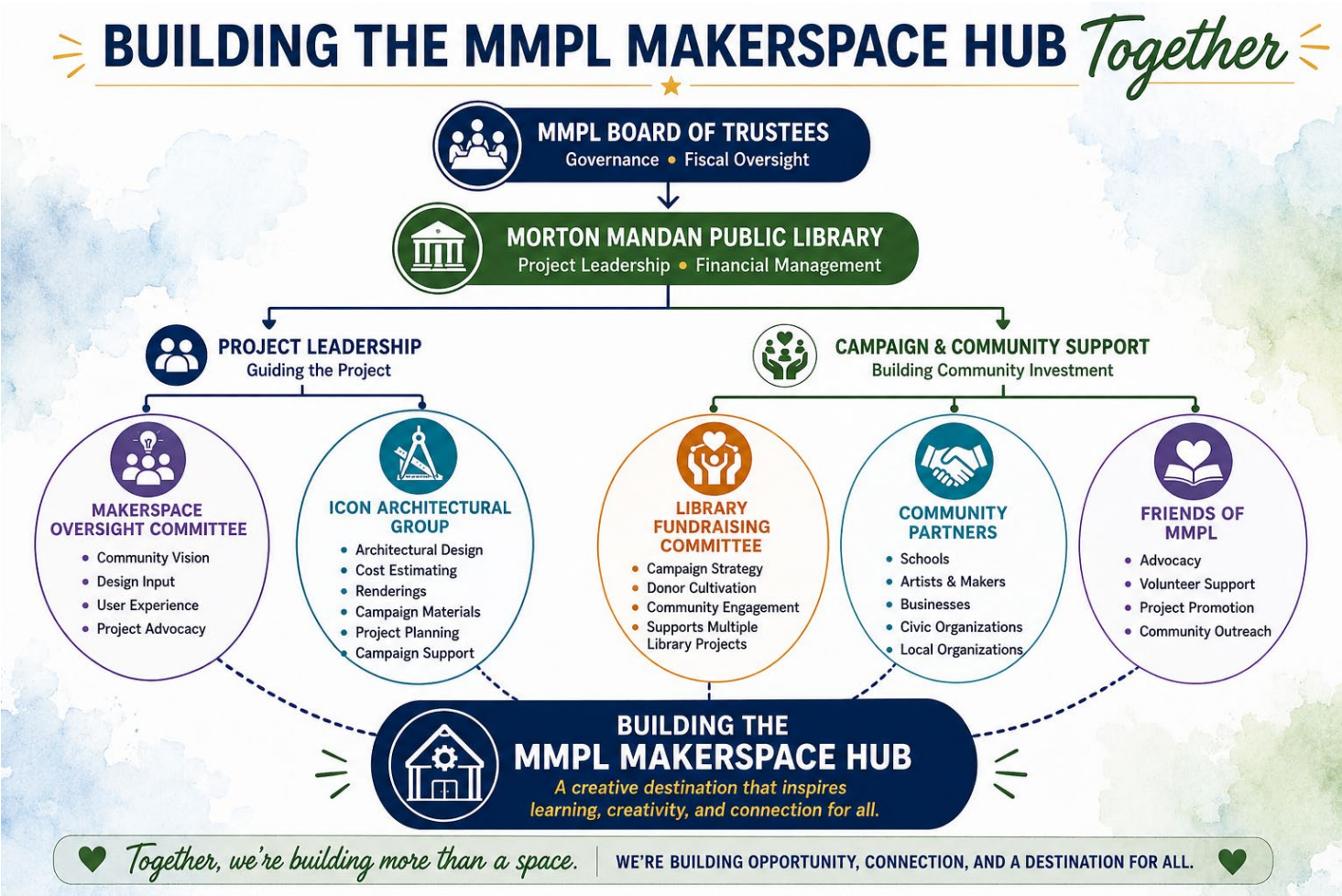
Collectively, these partners provide project oversight, financial accountability, design expertise, fundraising leadership, and community engagement to help ensure the successful completion of the MMPL Makerspace Hub.

Commitment

The MMPL Makerspace Hub represents an investment in the future of Morton County.

By combining state investment with local support, professional expertise, and broad community participation, Morton Mandan Public Library is creating a destination that will expand opportunities for creativity, lifelong learning, tourism, entrepreneurship, and community connection while celebrating the unique character of our region.

Together, we're building more than a makerspace, we're building opportunities, connections, and a destination for generations to come.





AIA[®] Document B101[®] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighth day of June in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Morton Mandan Public Library
609 West Main Street
Mandan, ND 58554
701-667-5365

and the Architect:
(Name, legal status, address and other information)

ICON Architectural Group, LLC – a North Dakota limited liability company
PO Box 5700
Grand Forks, ND 58206
701-772-4266

for the following Project:
(Name, location and detailed description)

26-015 Morton Mandan Public Library
Remodel of the 2nd level space (Formerly Rice Bowl restaurant) of the library to a makerspace hub.
609 West Main Street
Mandan, ND 58554

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Architect will assist Owner in developing its program for the Project.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Remodel of the 2nd level of the library (formerly Rice Bowl restaurant) into a makerspace hub. Services will include full architectural, structural, mechanical, electrical, and plumbing design.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Owner's budget for all work and fees associated with this project are approximately \$1,390,000, with the cost of construction budget being approximately \$700,000-\$940,000, which is part of the total budget of \$1,390,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Design commencement June 15, 2026

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

June 15, 2027

.4 Other milestone dates:

TBD, as necessary

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design-Bid-Build; competitive bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None identified

§ 1.1.6.1 Intentionally Omitted.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Barb Sandstrom
Morton Mandan Public Library
609 West Main Street
Mandan, ND 58554
701-667-5365
bsandstrom@mortonmandanlibrary.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

None identified

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

TBD, if necessary

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Lee Pierce, Project Manager
Heidi J. Brenna, Principal Architect
ICON Architectural Group, LLC
222 East Main Street, Suite B
Mandan, ND 58554
701-751-0430
leep@iconarchitects.com
heidib@iconarchitects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

ICON Architectural Group, LLC (Michael Jochim, PE)
222 East Main Street, Suite B
Mandan, ND 58554
701-751-0430

.2 Mechanical Engineer:

Prairie Engineering, P.C. (Blake Wagner, PE)
619 Riverwood Drive
Bismarck, ND 58504
701-258-3493

.3 Electrical Engineer:

Prairie Engineering, P.C. (Jeremy Butman, PE)
619 Riverwood Drive
Bismarck, ND 58504
701-258-3493

§ 1.1.11.2 Consultants retained under Supplemental Services:

Foodservice Design: Foodservice Concept Design (Bryce Van Klein)
7900 International Drive, Suite 300 7043
Bloomington, MN 55425
612-325-1494

§ 1.1.12 Other Initial Information on which the Agreement is based:

None identified

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Intentionally Omitted.

§ 1.3.1 Intentionally Omitted.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. The Architect represents it is in good standing and a duly organized corporation under the laws of the State of North Dakota.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall furnish and maintain the following insurance until termination of this Agreement. The cost of the following insurance is the responsibility of the Architect. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and (\$) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 prior to the commencement of services under this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary

structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. The Architect shall have the opportunity to review and comment on any modifications to the AIA Document A201-2017 presented by the Contractor Manager and that all parties shall agree to the terms contained within. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless expressly agreed to by the Architect.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement or as otherwise mutually agreed upon in writing. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the

Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect 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 decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final subject to approval by Owner if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections 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 suppliers and other data requested by the Owner 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.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect 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. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the

appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond within a reasonable time to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below but may be required for the Project. The Architect shall provide the listed services only if specifically designated in the table below as the Architect's responsibility, as either Basic Services, Supplemental

Services, or Additional Services, which shall be designated in the table below. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project or may be provided by the Architect upon written amendment between the parties.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Owner & Architect – Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect – Basic Services
§ 4.1.1.3 Measured drawings	Architect – Basic Services
§ 4.1.1.4 Existing facilities surveys	Architect – Basic Services
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Architect – Supplemental Services
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect – Basic Services
§ 4.1.1.15 As-designed record drawings	Architect – Basic Services
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect – Basic Services
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect – Supplemental Services for design, Owner shall be responsible for procurement
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	TBD, if necessary

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an

exhibit to describe the Architect's Supplemental Services.)

Services listed above as the Architect's Basic Services shall be compensated pursuant to Section 11.1 below. Services listed above as the Architect's Supplemental Services shall be compensated pursuant to Section 11.2 below.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Owner shall be responsible for the services listed in the above table indicated as "Owner" or otherwise not provided by Architect and which may be necessary for the Project.

§ 4.1.3 Intentionally Omitted.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner in writing with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Intentionally Omitted;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner in writing with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's written notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating Claims as the Initial Decision Maker; or,

- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 A reasonable number of visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 Intentionally Omitted.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Intentionally Omitted.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional

Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all written communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. All communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the

Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project building program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement, the parties may engage in mediation prior to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Intentionally Omitted.

§ 8.2.3 If the parties agree to mediation, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, or the parties elect not to mediate the dispute, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction, in district court in Morton County, North Dakota
- ☐ Other: (Specify)

§ 8.3 Arbitration

Intentionally Omitted.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the

time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, except for an act of God, pandemic, or other event out of the control of Owner, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

A one-time lump sum fee, totaling 10% of the Architect's actual cost of labor, expenses, and the Architect's Consultants' cost of labor and expenses incurred to date. Upon paying the one-time fee, the Owner's license regarding Instruments of Service shall be perpetual and irrevocable.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of North Dakota, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement, or that would compromise coverage of insurance policies.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.2 Percentage Basis
(Insert percentage value)

Eleven percent (11) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6, plus \$12,096.70 for foodservice design.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of

compensation apply.)

Negotiated fee prior to the commencement of Supplemental Services, which shall be incorporated in a written Amendment before commencement of work.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

At Architect's hourly rate, pursuant to Exhibit A attached.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	twenty percent (20 %)
Design Development Phase	twenty percent (20 %)
Construction Documents Phase	thirty-five percent (35 %)
Procurement Phase	five percent (5 %)
Construction Phase	twenty percent (20 %)
Total Basic Compensation	one hundred percent (100.00 %)

§ 11.6 Intentionally Omitted.

§ 11.6.1 Intentionally Omitted.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit A, hourly rate schedule

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Intentionally Omitted;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Intentionally Omitted;

- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

If additional insurance coverage is required by Owner, the Owner shall pay the Architect the actual cost incurred by the Architect for the additional coverage, plus 10%.

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 Intentionally Omitted.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

12 % per annum

Invoices shall be sent to:

bsandstrom@mortonmandanlibrary.org (email of Owner)

Payments may be made payable to ICON Architectural Group, LLC, and mailed to
PO Box 5700
Grand Forks, ND 58206

Should you choose to make payment by wire transfer, ACH, or electronic funds transfer, please contact the accounting department at 701-772-4266.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

If the Owner receives funding that requires prevailing wage and fringe benefits, or if the Owner will otherwise require prevailing wage and fringe benefits for this Project, it is the Owner's responsibility to notify the Architect in writing as soon as this requirement is determined.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
 - [] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

 - [X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – ICON’s 2026 Hourly Rate Schedule

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

None identified

This Agreement entered into as of the day and year first written above.

MORTON MANDAN PUBLIC LIBRARY

ICON ARCHITECTURAL GROUP, LLC

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name, title, and license number if required)

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name, title, and license number if required)

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:29:45 CDT on 07/06/2026.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the Eighth day of June in the year Two Thousand Twenty-Six

PAGE 2

PAGE 3

~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~Intentionally Omitted.

PAGE 4

PAGE 5

~~§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form~~Intentionally Omitted.

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees~~Intentionally Omitted.

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. The Architect represents it is in good standing and a duly organized corporation under the laws of the State of North Dakota.

§ 2.5 The Architect shall furnish and maintain the following insurance until termination of this Agreement. The cost of the following insurance is the responsibility of the Architect. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

PAGE 6

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and (\$) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 prior to the commencement of services under this Agreement.

PAGE 8

§ 3.4.1 Based on the Owner's written approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

PAGE 9

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. The Architect shall have the opportunity to review and comment on any modifications to the AIA Document A201-2017 presented by the Contractor Manager and that all parties shall agree to the terms contained within. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless ~~the Owner and expressly agreed to by the Architect amend this Agreement.~~

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement or as otherwise mutually agreed upon in writing. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.2.4 Interpretations and decisions of the Architect 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 decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final subject to approval by Owner if consistent with the intent expressed in the Contract Documents.

PAGE 10

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond within a reasonable time to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

PAGE 11

§ 4.1.1 The services listed below ~~are not included in Basic Services~~ but may be required for the Project. The Architect shall provide the listed ~~Supplemental Services~~ services only if specifically designated in the table below as the Architect's responsibility, ~~and the Owner shall compensate the Architect as provided in Section 11.2 as either Basic Services, Supplemental Services, or Additional Services, which shall be designated in the table below.~~ Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project:
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.) or may be provided by the Architect upon written amendment between the parties.

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>Owner & Architect – Basic Services</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect – Basic Services</u>
§ 4.1.1.3 Measured drawings	<u>Architect – Basic Services</u>
§ 4.1.1.4 Existing facilities surveys	<u>Architect – Basic Services</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Not Provided</u>
§ 4.1.1.9 Landscape design	<u>Not Provided</u>
§ 4.1.1.10 Architectural interior design	<u>Architect – Supplemental Services</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Not Provided</u>
§ 4.1.1.14 Conformed documents for construction	<u>Architect – Basic Services</u>
§ 4.1.1.15 As-designed record drawings	<u>Architect – Basic Services</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Architect – Basic Services</u>
§ 4.1.1.21 Telecommunications/data design	<u>Not Provided</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23 Commissioning	<u>Not Provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Architect – Supplemental Services for design, Owner shall be responsible for procurement</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30 Other Supplemental Services	<u>TBD, if necessary</u>

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ – 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2~~ Owner shall be responsible for the services listed in the above table indicated as “Owner” or otherwise not provided by Architect and which may be necessary for the Project.

§ 4.1.3 Intentionally Omitted.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner in writing with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

PAGE 13

- .8 ~~Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto~~ Intentionally Omitted;

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner in writing with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's written notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .4 Evaluating ~~an extensive number of~~ Claims as the Initial Decision Maker; or,
- .1 ~~Two (2)~~ reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~(→)~~ A reasonable number of visits to the site by the Architect during construction
- .3 ~~Two (2)~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~One (1)~~ inspections for any portion of the Work to determine final completion.

§ 4.2.5 ~~If the services covered by this Agreement have not been completed within (-) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services~~ Intentionally Omitted.

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§ 5.7 ~~If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement~~ Intentionally Omitted.

§ 5.12 The Owner shall include the Architect in all written communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project.
~~Communications~~ All communications by and with the Architect's consultants shall be through the Architect.

PAGE 15

- .4 in consultation with the Architect, revise the Project building program, scope, or quality as required to reduce the Cost of the Work; or,

PAGE 16

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement ~~shall be subject to, the parties may engage in mediation as a condition precedent prior to binding dispute resolution~~. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~Intentionally Omitted.

~~§ 8.2.3 The~~If the parties agree to mediation, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

~~§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, or the parties elect not to mediate the dispute,~~the method of binding dispute resolution shall be the following:

[X] Litigation in a court of competent jurisdiction, in district court in Morton County, North Dakota

~~If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.~~

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 8.3.4 Consolidation or Joinder

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

§ 8.3 Arbitration

Intentionally Omitted.

PAGE 18

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, except for an act of God, pandemic, or other event out of the control of Owner, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 10.1 This Agreement shall be governed by the law of the ~~place where the Project is located~~ State of North Dakota, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

PAGE 19

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement, or that would compromise coverage of insurance policies.

~~.1 Stipulated Sum~~
~~— (Insert amount)~~

~~— Eleven percent (11) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6-~~

~~.3 Other~~
~~— (Describe the method of compensation)~~
~~plus \$12,096.70 for foodservice design.~~

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§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 ~~and for any Sustainability Services required pursuant to Section 4.1.3,~~ the Owner shall compensate the Architect as follows:

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

Schematic Design Phase	<u>twenty</u> percent (<u>20</u> %)
Design Development Phase	<u>twenty</u> percent (<u>20</u> %)
Construction Documents Phase	<u>thirty-five</u> percent (<u>35</u> %)
Procurement Phase	<u>five</u> percent (<u>5</u> %)
Construction Phase	<u>twenty</u> percent (<u>20</u> %)

Total Basic Compensation	one hundred percent (100.00 %)
--------------------------	----------------------------------

§ 11.6 ~~When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work~~ Intentionally Omitted.

§ 11.6.1 ~~When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on~~

those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced Intentionally Omitted.

- .2 ~~Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets~~ Intentionally Omitted;

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- .10 ~~Site office expenses~~ Intentionally Omitted;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 ~~If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred~~ Intentionally Omitted.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(thirty (30)~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

~~%.~~

12 % per annum

Invoices shall be sent to:

bsandstrom@mortonmandanlibrary.org (email of Owner)

Payments may be made payable to ICON Architectural Group, LLC, and mailed to

PO Box 5700

Grand Forks, ND 58206

Should you choose to make payment by wire transfer, ACH, or electronic funds transfer, please contact the accounting department at 701-772-4266.

PAGE 22

- ~~.2 Building Information Modeling Exhibit, if completed:~~

MORTON MANDAN PUBLIC LIBRARY

ICON ARCHITECTURAL GROUP, LLC

Variable Information

PAGE 1

AGREEMENT made as of the Eighth day of June in the year Two Thousand Twenty-Six

Morton Mandan Public Library

609 West Main Street

Mandan, ND 58554

701-667-5365

ICON Architectural Group, LLC – a North Dakota limited liability company

PO Box 5700

Grand Forks, ND 58206

701-772-4266

26-015 Morton Mandan Public Library

Remodel of the 2nd level space (Formerly Rice Bowl restaurant) of the library to a makerspace hub.

609 West Main Street

Mandan, ND 58554

PAGE 2

Architect will assist Owner in developing its program for the Project.

Remodel of the 2nd level of the library (formerly Rice Bowl restaurant) into a makerspace hub. Services will include full architectural, structural, mechanical, electrical, and plumbing design.

Owner's budget for all work and fees associated with this project are approximately \$1,390,000, with the cost of construction budget being approximately \$700,000-\$940,000, which is part of the total budget of \$1,390,000.

PAGE 3

Design commencement June 15, 2026

TBD

June 15, 2027

TBD, as necessary

Design-Bid-Build; competitive bid.

None identified

Barb Sandstrom

Morton Mandan Public Library

609 West Main Street

Mandan, ND 58554

701-667-5365

bsandstrom@mortonmandanlibrary.org

None identified

PAGE 4

N/A

N/A

TBD, if necessary

Lee Pierce, Project Manager

Heidi J. Brenna, Principal Architect

ICON Architectural Group, LLC

222 East Main Street, Suite B

Mandan, ND 58554

701-751-0430

leep@iconarchitects.com

heidib@iconarchitects.com

ICON Architectural Group, LLC (Michael Jochim, PE)

222 East Main Street, Suite B

Mandan, ND 58554

701-751-0430

Prairie Engineering, P.C. (Blake Wagner, PE)

619 Riverwood Drive

Bismarck, ND 58504

PAGE 5

701-258-3493

Prairie Engineering, P.C. (Jeremy Butman, PE)

619 Riverwood Drive

Bismarck, ND 58504

701-258-3493

Foodservice Design: Foodservice Concept Design (Bryce Van Klein)

7900 International Drive, Suite 300 7043

Bloomington, MN 55425

612-325-1494

None identified

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Services listed above as the Architect's Basic Services shall be compensated pursuant to Section 11.1 below. Services listed above as the Architect's Supplemental Services shall be compensated pursuant to Section 11.2 below.

~~§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2. Owner shall be responsible for the services listed in the above table indicated as "Owner" or otherwise not provided by Architect and which may be necessary for the Project.~~

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[X] Litigation in a court of competent jurisdiction, in district court in Morton County, North Dakota

PAGE 18

None

A one-time lump sum fee, totaling 10% of the Architect's actual cost of labor, expenses, and the Architect's Consultants' cost of labor and expenses incurred to date. Upon paying the one-time fee, the Owner's license regarding Instruments of Service shall be perpetual and irrevocable.

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Negotiated fee prior to the commencement of Supplemental Services, which shall be incorporated in a written Amendment before commencement of work.

At Architect's hourly rate, pursuant to Exhibit A attached.

Schematic Design Phase	<u>twenty percent (20 %)</u>
Design Development Phase	<u>twenty percent (20 %)</u>
Construction Documents Phase	<u>thirty-five percent (35 %)</u>
Procurement Phase	<u>five percent (5 %)</u>
Construction Phase	<u>twenty percent (20 %)</u>

Total Basic Compensation	<u>one hundred percent (100.00 %)</u>
--------------------------	---

See attached Exhibit A, hourly rate schedule

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If additional insurance coverage is required by Owner, the Owner shall pay the Architect the actual cost incurred by the Architect for the additional coverage, plus 10%.

12 % per annum

If the Owner receives funding that requires prevailing wage and fringe benefits, or if the Owner will otherwise require prevailing wage and fringe benefits for this Project, it is the Owner's responsibility to notify the Architect in writing as soon as this requirement is determined.

[X] Other Exhibits incorporated into this Agreement:

Exhibit A – ICON's 2026 Hourly Rate Schedule

None identified

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:29:45 CDT on 07/06/2026 under Order No. 20240059168 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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User Notes:

(6a4bf40a7e67cc9078b992ce)



City Commission

Agenda Documentation

MEETING DATE: July 7, 2026
PREPARATION DATE: July 7, 2026
SUBMITTING DEPARTMENT: Administration/Business Development & Communications
DEPARTMENT DIRECTOR: Jim Neubauer
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: NRA Freedom Action Foundation at Baymont Inn & Suites gaming site authorization for approval

STATEMENT/PURPOSE:

Consider approving a gaming site authorization for NRA Freedom Action Foundation at Baymont Inn & Suites on October 23, 2026.

BACKGROUND/ALTERNATIVES:

Application and payment received July 2, 2026.

ATTACHMENTS:

1. North Dakota FNRA State Fund Committee LLC - Baymont Inn & Suites - Copy

FISCAL IMPACT:

n/a

STAFF IMPACT:

Processing

LEGAL REVIEW:

n/a

RECOMMENDATION:

Approve as presented.

SUGGESTED MOTION:

I move to approve the gaming site authorization for NRA Freedom Action Foundation at Baymont Inn & Suites on October 23, 2026.

City Commission

Agenda Documentation

July 7, 2026

Subject: *Consider approval of a gaming site authorization for North Dakota FNRA State Fund Committee LLC at Baymont Inn & Suites on October 23, 2026*

Page 2 of 2



GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 17996 (6-2026)

Full, Legal Name of Gaming Organization
NORTH DAKOTA FNRA STATE FUND COMMITTEE LLC

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

Name of Location Baymont Inn and Suites		County Morton
Address 2611 Old Red Trail	City Mandan	ZIP Code 58554
Beginning Date(s) Authorized October 23rd, 2026	Ending Date(s) Authorized October 23rd, 2026	Number of Twenty One Tables (Enter 0 if none) 0
Specific location where games of chance will be conducted <u>and</u> played at the site (required) Banquet Room		
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known October 23rd, 2026		

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.			
ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)			
☐ Bingo	☐ Prize Board	☐ Pull Tab Dispensing Device	☐ Electronic Quick Shot Bingo
☒ Raffles	☐ Punchboard	☐ Electronic Pull Tab Device	☐ Paddlewheel with Tickets
☐ Twenty-One	☐ Poker	☐ Prize Board Dispensing Device	☐ Club Special
☐ Sports Pool	☐ Calcuttas	☐ Paddlewheel Table	☐ Tip Board
☐ Pull Tab Jar	☐ Seal Board	☐ Electronic 50/50 Raffle	
Days of week of gaming operations (if restricted)		Hours of gaming operations (if restricted)	

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVAL

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

INSTRUCTIONS

1. **City/County** - Generate and retain a copy of the approved Site Authorization for your records.
2. **City/County** - Return the signed Site Authorization to the Charitable Gaming Organization.
3. **Charitable Gaming Organization** - Upload the signed Site Authorization through the **Charitable Gaming Portal**. Site authorizations must be uploaded and approved by the Office of Attorney General before gaming may be conducted at the site.

Questions? Contact the Gaming Division at agogaming@nd.gov or (701) 328-4848.



RENTAL AGREEMENT
OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor) Baymont by Wyndham		Site Name Baymont Inn and Suites		Site Phone Number 701-663-7401
Site Address 2811 Old Red Trail	City Mandan	State ND	Zip Code 58554	County Morton
Organization NORTH DAKOTA FNRA STATE FUND COMMITTEE LLC		Rental Period October 23rd, 2026 to October 23rd, 2026		Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		☒ No ☐ Yes		
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.		☒ No ☐ Yes		\$
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		☒ No ☐ Yes		\$
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				\$
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		☒ No ☐ Yes		\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☐ Jar Bar ☐ Standard Dispensing Device		☒ No ☐ Yes		\$
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices _____		☒ No ☐ Yes		\$
Total Monthly Rent				\$
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☒				

TERMS OF RENTAL AGREEMENT:

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

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

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

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

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

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

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

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

A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest.

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

Signature of Lessor 	Title Sales Manager	Date 6-25-2026
Signature of Lessee 	Title NRA Freedom Action Foundation-Treasurer	Date 6-25-2026



City Commission

Agenda Documentation

MEETING DATE: July 7, 2026
PREPARATION DATE: June 19, 2026
SUBMITTING DEPARTMENT: Engineering
DEPARTMENT DIRECTOR: Jarek Wigness
PRESENTER: Jarek Wigness, City Engineer
SUBJECT: Consider an Engineering Service Agreement with AE2S for the design of the Wastewater Treatment Facility project

STATEMENT/PURPOSE:

To consider approval of the Preliminary Engineering Services Agreement with Advanced Engineering and Environmental Services, LLC (AE2S) for the Mandan Wastewater Treatment Facility Improvements Project.

BACKGROUND/ALTERNATIVES:

In 2023, the City completed a comprehensive Wastewater Treatment Facility Master Plan evaluating the long-term needs of the City's wastewater system. The Master Plan included evaluation of improvements to the existing wastewater treatment facility, development of a new greenfield facility, and regionalization alternatives. Based on the findings of the Master Plan, improvements to the existing wastewater treatment facility were identified as the preferred long-term solution.

The Master Plan identified the need to increase treatment capacity, replace aging infrastructure, improve operational reliability, address long-term biosolids management and odor concerns, and position the facility to meet future regulatory requirements while accommodating continued community growth.

This Preliminary Engineering Agreement represents the next phase of the project and will establish the technical foundation necessary to advance the project into final design and construction. Major components of the Preliminary Engineering phase include:

- Confirmation and selection of the preferred liquid treatment process.
- Confirmation of the preferred biosolids management approach.
- Construction Manager at Risk (CMAR) procurement and onboarding.
- Topographic survey and geotechnical coordination.

- Development of a 30 percent preliminary design package.
- Preliminary funding support, utility rate evaluation, and project implementation planning.

The Preliminary Engineering phase will also refine the project scope, develop updated planning-level cost estimates, evaluate constructibility, and provide the information necessary for future funding and project implementation decisions.

A high-level project schedule has also been developed to identify anticipated Commission decision points throughout the design and construction process, including future agreements for geotechnical services, CMAR preconstruction services, final design, construction administration, and construction.

ATTACHMENTS:

1. Mandan WWTF Timeline
2. Mandan WWTF Expansion Agreement

FISCAL IMPACT:

The Preliminary Engineering Services Agreement is in the amount of \$1,855,950.

Funding for this phase of the project will be provided through the City's wastewater utility fund and other available project funding sources. Future project phases, including final design and construction, will be presented to the Board of City Commissioners for consideration as the project advances.

STAFF IMPACT:

Engineering staff will provide project oversight and coordination throughout the Preliminary Engineering phase.

LEGAL REVIEW:

This item has been reviewed as part of the agenda packet.

RECOMMENDATION:

Approve the Preliminary Engineering Services Agreement with Advanced Engineering and Environmental Services, LLC (AE2S) for the Mandan Wastewater Treatment Facility Expansion Project.

SUGGESTED MOTION:

I move to approve the Preliminary Engineering Services Agreement with Advanced Engineering and Environmental Services, LLC (AE2S) for the Mandan Wastewater

City Commission

Agenda Documentation

July 7, 2026

Subject: Consider an Engineering Service Agreement with AE2S for the design of the Wastewater Treatment Facility project

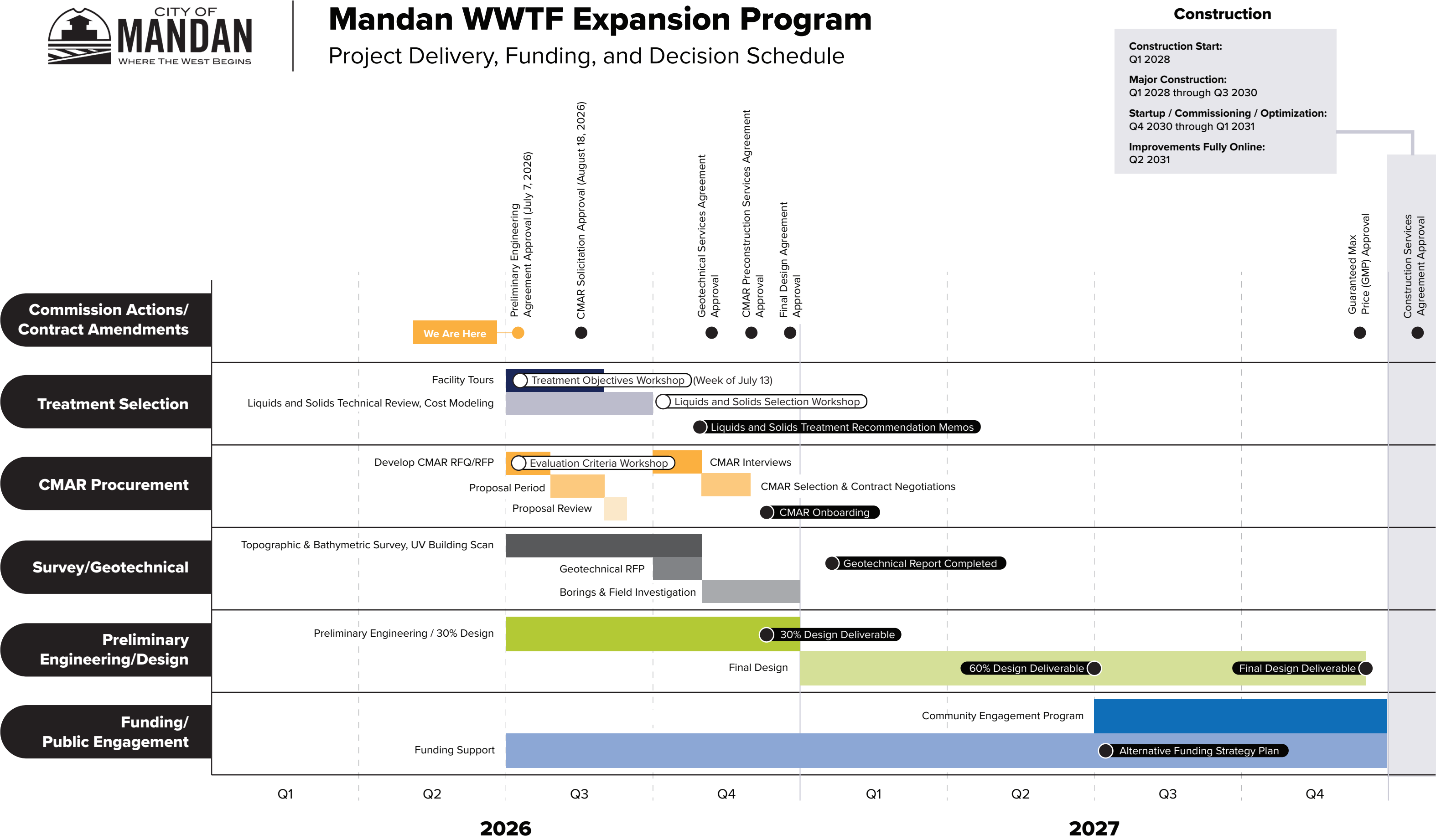
Page 3 of 3

Treatment Facility Expansion Project, as presented.



Mandan WWTF Expansion Program

Project Delivery, Funding, and Decision Schedule



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

THIS IS AN AGREEMENT effective as of July 7, 2026 (“Effective Date”) between City of Mandan (“Owner”) and Advanced Engineering and Environmental Services, LLC (“Engineer”). Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as Mandan Wastewater Treatment Facility (WWTF) Expansion (“Project”). Other terms used in this Agreement are defined in Article 7. Engineer’s services under this Agreement are generally identified as preliminary engineering services as defined in Exhibit A.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER’S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner’s:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer’s assessment of initially-available Project information and data and upon Engineer’s request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

3. Surveys, topographic mapping, and utility documentation.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.
- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer and its Subconsultants as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or
 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to

determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subconsultants.
 - b. Refrain from directing the services of Engineer's Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
4. Perform or provide the following:
 - a. None.

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service	Amount	Basis of Compensation
Basic Services (Article 1 of Exhibit A)	\$1,855,950	Hourly

1. Compensation items and totals based in whole or in part on Hourly Rates are estimates only.
2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subconsultants' charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Obligation to Pay: Owner's obligation to pay for Engineer's services under this Agreement is not contingent on Owner's ability to obtain financing, third-party payments, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which Engineer is not involved, Owner's successful completion of a project, or any other event. No retainage will be withheld. All payments under this Agreement shall be in United States Dollars.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- C. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- D. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving seven days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- E. Sales or Use Taxes: Engineer's compensation is exclusive of any applicable sales or use taxes imposed by any governmental authority on Engineer's compensation under this Agreement. Owner shall reimburse Engineer for the cost of such sales or use taxes. Engineer's invoices shall state all such applicable sales or use taxes, if any. If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.
- F. Legal Actions: Owner agrees to compensate Engineer as Additional Services, if Engineer is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Owner is a party but Engineer is not a party.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or

services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

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

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subconsultants: Engineer may retain such Engineer's Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.

- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.

1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. RESERVED; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- D. RESERVED

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer shall jointly develop such protocols at a later date.
- C. When transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

- B. The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 4. not seek contribution from insurance maintained by the additional insured.
- C. RESERVED.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Subconsultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Subconsultants. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

- I. At any time, Owner may request that Engineer, or Engineer's Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.C and 4.02.D;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 - 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 - 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, after which, if such negotiations are unsuccessful, the parties may exercise their rights at law.

6.08 Controlling Law

- A. This Agreement is to be governed by the law of the State of North Dakota, without regard to its conflicts of laws principles.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party actions relating to the Project, provided that any such action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, employees, or Subconsultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. RESERVED.
- C. RESERVED.
- D. RESERVED.
- E. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's

services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.
- F. Executed in Counterparts: This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by facsimile or electronic mail shall have the same force and effect as delivery of original signature and that each party may use such facsimile or electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 - 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and

which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. **Electronic Document**—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. **Electronic Means**—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. **Engineer**—The individual or entity named as such in this Agreement.
23. **RESERVED**
24. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents.

Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

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

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer’s Services.

- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, RESERVED.
- E. Exhibit E, Notice of Acceptability of Work (form).
- F. Exhibit F, RESERVED.
- G. Exhibit G, Insurance.
- H. Exhibit H, RESERVED.
- I. Exhibit I, RESERVED.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

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

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

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

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of

interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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

OWNER:

City of Mandan

By:

Date:

Name: James Froelich

Title: Mayor

Address for giving notices:

City of Mandan

202 2nd Ave NW
Mandan, ND 58554

Designated Representative:

Name: Jarek Wigness

Title: City Engineer

Address:

202 2nd Ave NW
Mandan, ND 58554

Phone: 701-667-3225

Email: jarek.wigness@cityofmandan.com

ENGINEER:

Advanced Engineering and Environmental Services,
LLC

By: Grant L Meyer
Grant L Meyer (Jun 29, 2026 14:39:52 CDT)

Date: Jun 29, 2026

Name: Grant Meyer

Title: Chief Executive Officer

Address for giving notices:

Advanced Engineering and
Environmental Services, LLC
4050 Garden View Drive, Suite 200
Grand Forks, ND 58201

Designated Representative:

Name: Zac Ranisate

Title: Project Manager

Address:

1815 Schafer Street, Suite 301
Bismarck, ND 58501

Phone: 701-741-5881

Email: zac.ranisate@ae2s.com

EXHIBIT A—ENGINEER’S SERVICES

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

Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer’s scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Title: Mandan WWTF Expansion

Description of Improvements: The Project consists of the planning, evaluation, design, and construction of improvements to the City of Mandan Wastewater Treatment Facility. The Project is anticipated to include evaluation and selection of liquid treatment and biosolids management processes, preliminary and final design of treatment process improvements, site civil improvements, structural, architectural, mechanical, electrical, instrumentation and controls improvements, supporting infrastructure, and associated construction administration services. Improvements will be developed to enhance treatment capacity, operational reliability, regulatory compliance, long-term sustainability, and accommodate future growth while maintaining continuous operation of the existing wastewater treatment facility.

Prior Studies, Reports, Plans: Mandan WWTF Master Plan Update (2024), Mandan WWTF Master Plan Peer Review (2025)

Facility Location(s): 3301 Lakewood Dr. Mandan, ND 58554

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

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
 - a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B.
 - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
 2. Develop and submit detailed work plans from Exhibit A tasks.
 3. Coordinate services within Engineer's internal team, and with Subconsultants.
 4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.
 5. Prepare and submit every engineering services progress report to the Owner, biweekly. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
 6. RESERVED
 7. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, unless otherwise mutually agreed upon by the parties.

1.02 Study and Report Phase - NA

1.03 Preliminary Design Phase

Task 01 – Project Management and Administration

1. Provide overall project management and coordination between the Owner and project stakeholders throughout the Preliminary Engineering phase.
2. Develop and maintain a project schedule identifying key milestones, decision points, treatment selection activities, Construction Manager at Risk (CMAR) procurement activities, preliminary design milestones, geotechnical coordination activities, and anticipated Owner review periods.
3. Conduct biweekly recurring coordination meetings with Owner throughout Preliminary Engineering. Local staff will attend in person at Mandan City Hall, others will attend virtually.
4. Prepare meeting agendas, meeting summaries, action item logs, and decision logs.
5. Coordinate with Owner regarding overall project schedule, key decision milestones, and project delivery considerations leading into future phases of work.
6. Project Administration including monthly invoices.

Task 02 – Liquid Treatment Confirmation and Selection

02.1 Treatment Objectives Workshop

1. Coordinate and facilitate one (1) treatment objectives workshop with Owner anticipated to be approximately four (4) hours in duration at Mandan City Hall.
2. Facilitate discussion with Owner regarding overall project goals, operational priorities, including staffing, operational flexibility, and redundancy, treatment and regulatory concerns, long-term expectations including project sequencing and expandability needs' project budgets, and any other desired project outcomes or priorities.
3. Facilitate discussion regarding Owner perspectives and concerns with liquid treatment methods recommended in master plan or previous treatment evaluations.
4. On the same day, following the treatment Objectives Workshop, attend one (1) site visit at the Mandan Wastewater Treatment Facility (WWTF) with Engineer and Jacobs Engineering Group, Inc. (Jacobs) staff. The site visit is anticipated to be two (2) hours in duration.
5. Confirm evaluation criteria and decision-making priorities to utilize in the treatment selection process.
6. Document workshop discussions, identified priorities, and key decision factors for use during treatment recommendation.

Assumptions

1. At least 2 weeks prior to the Treatment Objectives Workshop, Engineer will have Owner's response to data request for background information including master planning documents, treatment evaluation reports, operational data, flow and loading information, permit information, and record drawings.

Deliverables

- Draft and Final Workshop PowerPoint Slides
- Finalized list of technologies to evaluate with Replica Parametric Design (RPD) cost model to provide up to 3 treatment process alternatives.

- Finalized evaluation criteria or decision-making method to be used in confirming treatment technologies and workshop identified non-monetary priorities.

02.2 Treatment Facility Tours

1. Coordinate with Owner to identify representative wastewater treatment facilities for potential tours associated with treatment alternatives under consideration.
2. Coordinate up to four (4) treatment facility tours with facility representatives regarding tour availability, scheduling, and operational discussions.
3. Budget includes participation for up to four (4) Owner representatives, three (3) Engineer staff members, one (1) Jacobs project representative, and one (1) Jacobs treatment subject matter expert (SME) for facility tours.
4. Facility tours are anticipated to include one (1) day of visits to conventional activated sludge facilities in Watford City, North Dakota and Williston, North Dakota; one (1) visit to the membrane bioreactor (MBR) facility in Otsego, Minnesota; and one (1) visit to an advanced granular sludge (AGS) facility selected by Engineer, Jacobs, and Owner. The AGS facility is anticipated to be a cold-weather installation and may be located outside of North Dakota, including Canada or another location identified by Jacobs as representative of the treatment technology under consideration.
5. Facilitate operational discussions between Owner and host facility operators regarding operational considerations, maintenance requirements, staffing considerations, odor control, sequencing considerations, and lessons learned associated with each treatment technology.
6. Document key observations and considerations identified during facility tours.
7. Coordinate with Jacobs subject matter experts specializing in advanced treatment technologies and conventional wastewater treatment technologies to review treatment applicability for the City of Mandan.

Deliverables

- Facility tour summaries
- Operator discussion meeting minutes

02.3 Liquid Treatment Technical Review

1. Coordinate data requests and review available background information, including previous master planning documents, treatment evaluation reports, operational data, flow and loading information, permit information, record drawings, and available facility information.
2. Develop a whole-facility Pro 2D process model to size treatment alternatives for key design considerations and average day flows for treatment applicability for the City of Mandan. The model will also complete operational investigations including cold weather maximum flow months.
3. Develop Replica Parametric Design (RPD) model for treatment comparison to establish capital, operations and maintenance (O&M) and life-cycle costs for selected alternatives.
4. Develop updated treatment comparison information for the three (3) treatment alternatives identified in the Treatment Objectives Workshop. Comparison information will incorporate existing planning information, operational considerations, facility tour feedback, sequencing considerations.

5. Develop treatment comparison matrices summarizing advantages, disadvantages, operational considerations, cost considerations, and long-term implications associated with each treatment alternative.
6. Develop workshop materials and supporting exhibits for presentation to Owner.

Assumptions:

- At least 2 weeks prior to the beginning of the technical review phase, Engineer will have Owner's response to the data request for background information, including master planning documents, treatment evaluation reports, operational data, flow and loading information, permit information, and record drawings.
- Evaluate up to three (3) screenings, screening management, and grit removal technologies
- Evaluate up to three (3) secondary liquid treatment alternatives

Deliverable:

- AACE Class 5 planning-level Capital, O&M, and life-cycle cost information for each alternative.
- Basis of Design criteria for selected alternative.
- 3D visualization of selected alternative using Jacobs Replica Preview tool
- Draft hydraulic profile

02.4 Liquid Treatment Recommendation Technical Memorandum

1. Prepare a Liquid Treatment Recommendation Technical Memorandum summarizing the treatment confirmation process, alternatives reviewed, and recommended treatment approach for the Project based on the results from the selection criteria identified in the first workshop.
2. Document treatment alternatives reviewed, key required design criteria, operational sequencing considerations, capital, O&M, and life cycle costs, and validation of the recommended treatment approach.
3. Prepare supporting exhibits, comparison tables, and graphics necessary to communicate the recommended treatment approached and key decision factors.
4. Submit draft technical memorandum to Owner for review and discussion.

Deliverable:

- Draft memorandums will be provided electronically in PDF format.

Task 03 – Solids Handling, Biosolids Management, and Odor Control Confirmation

03.1 Biosolids Management Technical Review

1. Further evaluate and refine the previously recommended solids handling approach consisting of aerated sludge holding, dewatering, cake storage, and land application.
2. Evaluate implementation considerations associated with off-site biosolids management alternatives intended to reduce onsite storage and odor impacts at the existing wastewater treatment facility.

3. Evaluate potential use of Class A and Class B biosolids at the City landfill and coordinate preliminary discussions regarding landfill acceptance considerations associated with use at an inert landfill.
4. Evaluate offsite storage alternatives and associated site requirements, hauling considerations, operational requirements, and permitting considerations.
5. Evaluate hauling and disposal considerations associated with transporting biosolids to Bismarck or other regional disposal locations, including preliminary hauling and tipping fee considerations.
6. Use Jacobs process model developed in previous task to produce Replica Parametric Design (RPD) capital, O&M and life-cycle cost estimates for up to three (3) solids treatment alternatives associated with biosolids management.
7. Evaluate operational, regulatory, odor, hauling, storage, and long-term implementation considerations associated with each alternative. Coordination shall include up to two (2) regulatory agencies or receiving entities, including the North Dakota Department of Environmental Quality (NDDEQ) and the City of Mandan Landfill or other identified receiving facility to confirm planning- level implementation considerations and regulatory constraints.

Assumptions:

- At least 2 weeks prior to the beginning of the technical review phase, Engineer will have Owner's response to data request for background information including operational data, loading information, and permit information.
- Evaluate up to three (3) solids treatment alternatives.
- Evaluate up to three (3) odor control alternatives.

Deliverable:

- AACE Class 5 planning-level Capital, O&M, and life-cycle cost information for each alternative.
- Basis of Design criteria for selected alternative.
- 3D visualization of selected alternative using Jacobs Replica Preview tool

03.2 Solids Handling Recommendation Technical Memorandum

1. Prepare a technical memorandum summarizing up to three (3) biosolids management alternatives intended to reduce onsite biosolids storage and odor impacts. Alternatives may include landfill utilization, offsite storage, regional hauling and disposal, or other implementation approaches identified during the evaluation process. The memorandum will summarize implementation considerations, preliminary capital and O&M cost impacts, operational considerations, and the recommended biosolids management approach for advancement into preliminary design.
2. Summarize landfill use considerations, offsite storage considerations, hauling considerations, and other implementation factors influencing the recommended approach.
3. Prepare supporting exhibits, comparison tables, and graphics necessary to communicate the recommended biosolids management approach and key decision factors.
4. Submit draft technical memorandum to Owner for review and discussion.

Deliverable:

- Draft memorandums will be provided electronically in PDF format.

03.3 Odor Control Technical Review

1. With the Owner, identify and agree on quantitative WWTF fence line odor goals.
2. Complete odor sampling events onsite and estimate emissions.
3. Use sample data to develop and calibrate an air dispersion model to characterize the current odor condition.
4. Conduct an odor-specific alternatives analysis. Conduct a model run showing the impact of treatment of the odor sources or removal of the sources to meet the odor goal established for this facility.

03.4 Odor Control Recommendation Technical Memorandum

1. Deliverable technical memorandum that will summarize:
 - The model setup and results
 - A baseline odor profile of the plant
 - Isopleths showing how far odors will go and to what level before and after the project given the selected odor mitigation alternatives.
 - Capital/Lifecycle costs for specific odor treatment alternatives (up to 3)
 - A cost vs odor elimination level based on the distance from the facility.

Task 04 – Integrated Treatment Selection Workshop

1. Prepare workshop material summarizing liquid treatment alternatives and biosolids management alternatives under consideration.
2. Conduct one (1) treatment selection workshop with the Owner anticipated to be approximately four (4) hours in duration at Mandan City Hall. The workshop will be conducted in person and will include participation from Engineer, Owner staff, and up to two (2) Jacobs representatives. Up to three (3) additional Jacobs SMEs may participate virtually as needed.
3. Present results of the liquid treatment technical review, including treatment evaluation matrices, planning-level capital costs, operation and maintenance costs, life-cycle cost considerations, non-monetary evaluation criteria, facility tour observations, and implementation considerations.
4. Present results of the biosolids management evaluation, including landfill utilization, offsite storage, regional hauling and disposal alternatives, operational considerations, odor reduction considerations, implementation considerations, and associated planning-level capital and operation and maintenance costs.
5. Review treatment alternatives and biosolids management alternatives relative to Owner's goals, priorities, and evaluation criteria established during the Treatment Objectives Workshop.
6. Facilitate discussion utilizing treatment evaluation matrices and workshop-defined evaluation criteria to compare alternatives and identify the Owner's preferred liquid treatment process and preferred biosolids management approach.

7. Document workshop discussions, evaluation results, identified concerns, selected treatment process, and selected biosolids management approach.
8. Update draft solids and liquid treatment technical memorandum's based on Owner feedback.
9. Submit combined final technical Solids handling and liquid treatment technical memorandum to Owner.
10. Develop final liquids and solids recommendation PowerPoint for Mandan City Commission.
11. Present results to the Mandan City Commission on a date specified by the Owner.

Deliverables

- Draft and Final Workshop PowerPoint Slides
- Treatment Evaluation Matrix
- Biosolids Management Evaluation Matrix
- 3D Visualization of Selected Treatment Alternative
- Workshop Summary documenting selected treatment process and biosolids management approach
- Final combined memorandum will be provided electronically in PDF format as well as two (2) hard-copy printed versions.
- Draft and final City Commission PowerPoint Slides

Task 05 – CMAR Solicitation and Onboarding

05.1 CMAR Solicitation Support

1. Coordinate with Owner regarding the overall CMAR procurement approach, schedule, and selection process.
2. Prepare CMAR Request for Qualifications (RFQ) documents.
3. Conduct one (1) CMAR solicitation workshop with Owner staff at Mandan City Hall anticipated to be approximately three (3) hours in duration. Workshop shall include discussion of procurement approach, evaluation criteria, weighting methodology, project expectations, interview process, and anticipated scope of preconstruction services. Budget includes participation by two (2) Engineer staff members attending in person.
4. Prepare addenda and respond to proposer questions during the solicitation period, as required.
5. Review proposals submitted by CMAR teams and assist Owner with development of a shortlist consisting of up to three (3) CMAR firms.
6. Participate in in-person interviews for up to three (3) shortlisted CMAR firms and assist Owner with proposal evaluation, contractor selection discussions, and recommendation development. Budget includes participation by two (2) Engineer staff members attending in person at Mandan City Hall.
7. Assist Owner with CMAR selection documentation and attend two (2) contract negotiation meetings with CMAR and Owner.

05.2 CMAR Onboarding and Coordination

1. Conduct one (1) CMAR kickoff and onboarding meeting with Owner and selected CMAR at Mandan City Hall. Budget includes participation by two (2) Engineer staff members attending in person.
2. Coordinate communication procedures, project expectations, design review procedures, and cost estimating expectations between Owner, Engineer, Jacobs, and CMAR.
3. Coordinate CMAR participation during preliminary design development.
4. Conduct biweekly review meetings with CMAR during development of the 30% design package.
5. Conduct up to two (2) cost estimate review meetings with CMAR during development of the 30% design package.
6. Coordinate review of preliminary construction sequencing, project schedule, major construction risks, and value engineering opportunities identified by CMAR
7. Document CMAR review comments and incorporate applicable feedback into preliminary design development.

Task 06 – Funding Coordination and Financial Support

1. Coordinate with Owner regarding overall project funding strategy, financing considerations, and funding schedules.
2. Coordinate with State Revolving Fund (SRF) representatives regarding project eligibility, funding requirements, and funding application schedules.
3. Assist Owner with preparation and submission of SRF funding application materials associated with the preliminary and final engineering phase.
4. Assist Owner with preparation and coordination of monthly SRF reimbursement requests and supporting funding documentation during the Preliminary Engineering Phase.
5. Coordinate with Owner regarding updated project cash flow considerations, financing assumptions, and anticipated funding schedules.
6. Update and refine wastewater utility rate models utilizing updated project cost information, financing assumptions. Evaluation shall include a utility-rate-only funding scenario and a utility rate plus sales tax funding scenario.
7. Evaluate impacts of project costs, financing assumptions, sales tax revenue assumptions, and funding scenarios on projected utility rates.
8. Coordinate with SRF representatives regarding project updates, funding opportunities, and program requirements.
9. Monitor and support publicly available state and federal wastewater infrastructure funding opportunities and advise Owner regarding potential funding opportunities applicable to the Project.
10. Prepare funding-related exhibits, summaries, and supporting documentation for Owner review and discussion.

Task 07 – Community Engagement Planning Support

1. Coordinate with Owner regarding overall community engagement goals, communication strategies, and project messaging.
2. Participate in two (2) community engagement planning meetings with Owner and project stakeholders. Meetings will be held in-person at Mandan City Hall with two (2) Engineer staff members and two (2) ICON staff members. Meetings are anticipated to be one (1) hour each.
3. Develop preliminary project messaging, graphics, renderings, exhibits, and communication materials to support future public engagement efforts.
4. Prepare presentation materials and supporting exhibits for project discussions with Owner's staff and stakeholders.
5. Coordinate with Owner regarding potential public engagement activities and election-related communication needs.
6. Develop recommendations regarding future community engagement efforts for consideration during subsequent project phases.

Task 08 – Topographic Survey and Geotechnical Coordination

08.1 Topographic Survey

1. Coordinate and perform topographic survey services necessary to support preliminary design development.
2. Establish horizontal and vertical project control for survey activities.
3. Perform topographic survey of the existing wastewater treatment facility and 100' further west of the toe of the slope of Cell #3
4. Locate visible surface features, utilities, structures, roadways, drainage features, fencing, and other major site features necessary to support preliminary design. Existing utility information will be developed utilizing surveyed visible utility appurtenances, available record drawings, and observable field conditions to establish planning-level existing conditions. Formal Subsurface Utility Engineering (SUE) investigations, including Quality Level A utility test holes or Quality Level B geophysical investigations, are not included under this task.
5. Conduct a bathymetric survey of the existing FSB, Cell 2, and Cell 3.
6. Develop existing conditions base mapping for use during preliminary design development.
7. Prepare survey deliverables suitable for use during civil, structural, process, and electrical preliminary design activities.

08.2 Geotechnical Coordination

1. Prepare and distribute requests for proposals for geotechnical engineering services.
2. Coordinate with Owner regarding geotechnical consultant selection. Geotechnical Engineer shall be contracted with the Owner.
3. Coordinate with selected geotechnical consultant regarding proposed facility locations, anticipated structure types, and proposed boring locations.
4. Coordinate preliminary subsurface exploration activities and site access requirements.

5. Coordinate with geotechnical consultant regarding soil borings, groundwater observations, and geotechnical testing required to support preliminary design.
6. Review draft geotechnical findings and recommendations with geotechnical consultant.
7. Coordinate geotechnical recommendations with preliminary structural, civil, and process design assumptions.
8. Incorporate applicable geotechnical recommendations into preliminary design development.

Task 09 – Preliminary Design Development (30% Design)

09.1 Preliminary Basis of Design

1. Develop preliminary design criteria for the selected liquid and solids treatment processes.
2. Confirm preliminary design flows, loadings, design horizon, redundancy requirements, and treatment performance objectives developed in Task 2 and 3.
3. Develop preliminary hydraulic profile.
4. Coordinate preliminary design assumptions with Owner, CMAR, and geotechnical consultant.

09.2 Process Design

1. Develop preliminary process flow diagrams for the selected treatment process.
2. Develop preliminary treatment layouts and identify major treatment components.
3. Develop preliminary hydraulics model for the selected treatment process using Jacobs Replica Operations software.
4. Identify preliminary equipment sizing requirements and major process equipment needs.
5. Evaluate aeration, pumping, mixing, chemical feed, solids handling, and process control requirements associated with the selected treatment process.
6. Evaluate impacts to existing facilities and identify facilities anticipated for reuse, modification, or replacement.
7. Coordinate preliminary sequencing considerations associated with maintaining plant operations during construction.
8. Coordinate with CMAR regarding constructability, operational considerations, and sequencing impacts.
9. Hold interdisciplinary coordination meetings, internal design reviews, QA/QC reviews, and preparation of the final 30% design package.

09.3 Civil Design

1. Develop preliminary site layouts for the selected treatment process.
2. Identify proposed locations for treatment facilities, solids handling facilities, yard piping, access roads, and future expansion areas.
3. Develop preliminary grading and drainage concepts.
4. Develop preliminary utility routing concepts for process piping, water service, sanitary sewer, storm sewer, and site utilities.

5. Evaluate construction staging and sequencing considerations associated with maintaining treatment operations during construction.
6. Identify major tie-ins and operational constraints associated with construction sequencing.
7. Coordinate site layout and sequencing discussions with Owner, Jacobs, CMAR, and geotechnical consultant.
8. Hold interdisciplinary coordination meetings, internal design reviews, QA/QC reviews, and preparation of the final 30% design package.

09.4 Structural Design

1. Develop preliminary structural concepts for treatment facilities, process basins, buildings, equipment support systems, and associated structures.
2. Coordinate structural concepts with process design requirements and geotechnical recommendations.
3. Develop preliminary foundation assumptions and structural layouts.
4. Identify major structural systems anticipated for the Project.
5. Coordinate structural design assumptions with CMAR and geotechnical consultant
6. Hold interdisciplinary coordination meetings, internal design reviews, QA/QC reviews, and preparation of the final 30% design package.

09.5 Electrical and Controls Design

1. Develop preliminary electrical and controls concepts for the selected treatment process.
2. One-line Diagrams: Evaluate preliminary power distribution requirements associated with proposed treatment facilities, major equipment, and backup power concepts.
3. Develop preliminary equipment load information.
4. Piping and Instrumentation Diagrams (P&IDs): Develop preliminary instrumentation and control concepts.
5. Develop preliminary site plan concepts.
6. Develop preliminary Electrical Room layouts.
7. Coordinate preliminary electrical design assumptions with Owner and CMAR.
8. Hold interdisciplinary coordination meetings, internal design reviews, QA/QC reviews, and preparation of the final 30% design package.

09.6 Mechanical Design

1. Develop preliminary architectural design criteria and coordinate applicable building code requirements, occupancy classifications, construction type, and life safety considerations.
2. Develop preliminary mechanical design criteria, including HVAC, plumbing, building ventilation, odor control, heating and cooling requirements, and other building mechanical systems.
3. Coordinate mechanical system requirements with process equipment, architectural layouts, structural systems, and electrical service requirements.
4. Develop preliminary HVAC and plumbing layouts, mechanical equipment concepts, and preliminary equipment schedules necessary to support the 30% design package.

5. Prepare preliminary mechanical drawings for inclusion in the 30% design package.
6. Participate in interdisciplinary coordination meetings, internal design reviews, QA/QC reviews, and preparation of the final 30% design package

09.7 Architectural Design

1. Develop preliminary architectural design criteria and coordinate applicable building code requirements, occupancy classifications, construction type, and life safety considerations.
2. Develop preliminary building layouts, floor plans, room configurations, equipment access requirements, and architectural concepts necessary to support process, structural, mechanical, and electrical design.
3. Coordinate architectural design with Owner operational requirements and long-term facility expansion considerations.
4. Prepare preliminary architectural drawings for inclusion in the 30% design package.
5. Hold interdisciplinary coordination meetings, internal design reviews, QA/QC reviews, and preparation of the final 30% design package.

Meetings:

- Kick-off meeting with three (3) Engineer staff in person and two (2) Jacobs staff virtual (2 hours with Owner at Mandan City Hall)
- 30% Design Review Meeting with two (2) Engineer staff in person, five (5) Engineer's discipline leads virtual, and two (2) Jacobs staff virtual. (2 hours with Owner and CMAR at Mandan City Hall)

Preliminary Design Deliverable

- Prepare Basis of Design Report.
- Prepare process flow diagrams, preliminary layouts, and preliminary design narratives.
- Prepare hydraulic profile and set the hydraulic grade line (HGL) throughout the existing and proposed treatment processes.
- Prepare preliminary civil, structural, process, electrical, mechanical, and architectural design drawings.
- Prepare updated opinions of the total project cost.
- Prepare O&M and life-cycle cost summaries.
- Prepare summary documentation identifying key project assumptions, sequencing considerations, project risks, and future design considerations.

Submit 30% preliminary design drawings, specification outline, and supporting documentation to Owner for review and discussion.

- 1.04 Final Design Phase - RESERVED
- 1.05 Bidding/Proposal Phase – RESERVED
- 1.06 Construction Phase - RESERVED
- 1.07 Post-Construction Phase - RESERVED
- 1.08 Instrumentation and Control Phase - RESERVED

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

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

7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
 1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.

7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.

16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
22. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.

30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

EXHIBIT B—DELIVERABLES SCHEDULE

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

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

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit 2 review copies of the Liquid Treatment Confirmation and Selection draft technical memorandum.	1.03	By first week of October 2026 based on approval of agreement by second week of July 2026.
Engineer	Submit 2 review copies of the Solids and Odor Control Treatment Confirmation and Selection draft technical memorandum.	1.03	By first week of October 2026 based on approval of agreement by second week of July 2026.
Owner	Submit comments regarding Liquid Treatment and Solids and Odor Control Treatment Confirmation and Selection draft technical memoranda.	1.03	Within 14 days of the receipt from Engineer of Liquid Treatment and Solids and Odor Control Treatment Confirmation and Selection draft technical memoranda.
Engineer	Submit 2 review copies of the Liquid Treatment and Solids and Odor Control Treatment Confirmation and Selection final technical memorandum.	1.03	By fourth week of October 2026 based on comments received back from Owner of draft technical memoranda.
Engineer	Submit 2 review copies of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03	Within 170 days of Owner's authorization to proceed with Preliminary Design Phase services.

Party	Action	Exhibit A Reference	Schedule
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03	Within 30 days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit 2 copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03	Within 30 days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.

EXHIBIT C - AMENDMENT TO OWNER-ENGINEER AGREEMENT – FORM ONLY
AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**

Engineer: **[Name of Engineer]**

Project: **[Name of Project]**

Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**

Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount: \$

Net change for prior \$
amendments:

This amendment amount: \$

Adjusted Agreement amount: \$

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

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
Commercial General Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Professional Liability	
Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

1.02 Additional Insureds

- A. Owner shall cause Engineer and its Subconsultants to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:

Name of Additional Insured	Address
Advanced Engineering and Environmental Services, LLC	4050 Garden View Drive, Suite 200 Grand Forks, North Dakota 58201

- B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.
- C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES**

ARTICLE 1—COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subconsultants' charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subconsultants' charges.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit J as Appendices 1 and 2.

4. The total compensation for such services is estimated to be \$1,855,950 based on the following estimated distribution of compensation:

a. Study and Report Phase	N/A
b. Preliminary Design Phase	\$1,855,950
c. Final Design Phase	N/A
d. Bidding/Proposal Phase	N/A
e. Construction Phase	N/A
f. Post-Construction Phase	N/A

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subconsultants' charges.
7. The amounts billed for Engineer's services under Exhibit J Paragraph 1.01 will be based on the cumulative hours charged to the Project during the billing period by Engineer's employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subconsultants' charges.

1.02 Compensation for Reimbursable Expenses

A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.

- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project using the rates set forth in Appendix 1 to this Exhibit J, the latter multiplied by a factor of 1.15.

1.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subconsultants, such compensation will be the amounts billed to Engineer by Engineer's Subconsultants times a factor of 1.15.
- B. Factors: The external Reimbursable Expenses and Engineer's Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered hereunder.
- D. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.
- E. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

**EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES**

**ARTICLE 3—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD
HOURLY RATES**

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

3.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment

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

1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subconsultants' charges, if any.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter using the rates set forth in Appendix 1 to this Exhibit J.

C. Other Provisions Concerning Payment for Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subconsultants, such compensation will be the amounts billed by Engineer's Subconsultants to Engineer using the rates set forth in Appendix 1 to this Exhibit J.
2. Factors: The external Reimbursable Expenses and Engineer's Subconsultants' rates include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses rates in effect on the date of the Agreement are:

Transportation	\$0.83/mile
Survey Vehicle	\$1.05/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS/USV – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$60.00/day
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$302.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

These rates are subject to adjustment annually on January 1.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

The following standard hourly rates are subject to review and adjustment per Exhibit J. Hourly rates for services as of the Effective Date of the Agreement are:

<u>Labor Rates*</u>		I&C Assistant 1	\$112.00
Administrative 1	\$73.00	I&C Assistant 2	\$139.00
Administrative 2	\$88.00	I&C 1	\$166.00
Administrative 3	\$103.00	I&C 2	\$196.00
		I&C 3	\$221.00
Communications Specialist 1	\$117.00	I&C 4	\$234.00
Communications Specialist 2	\$137.00	I&C 5	\$246.00
Communications Specialist 3	\$158.00		
Communications Specialist 4	\$190.00	IT 1	\$145.00
Communications Specialist 5	\$210.00	IT 2	\$196.00
		IT 3	\$241.00
Construction Services 1	\$140.00		
Construction Services 2	\$171.00	Land Surveyor Assistant	\$107.00
Construction Services 3	\$190.00	Land Surveyor 1	\$129.00
Construction Services 4	\$211.00	Land Surveyor 2	\$156.00
Construction Services 5	\$232.00	Land Surveyor 3	\$175.00
		Land Surveyor 4	\$193.00
Engineering Assistant 1	\$94.00	Land Surveyor 5	\$213.00
Engineering Assistant 2	\$111.00		
Engineering Assistant 3	\$140.00	Operations Specialist 1	\$112.00
Engineer 1	\$152.00	Operations Specialist 2	\$140.00
Engineer 2	\$182.00	Operations Specialist 3	\$173.00
Engineer 3	\$213.00	Operations Specialist 4	\$198.00
Engineer 4	\$246.00	Operations Specialist 5	\$222.00
Engineer 5	\$264.00		
Engineer 6	\$279.00	Project Coordinator 1	\$130.00
		Project Coordinator 2	\$145.00
Engineering Technician 1	\$93.00	Project Coordinator 3	\$162.00
Engineering Technician 2	\$117.00	Project Coordinator 4	\$178.00
Engineering Technician 3	\$141.00	Project Coordinator 5	\$201.00
Engineering Technician 4	\$158.00		
Engineering Technician 5	\$181.00	Project Manager 1	\$229.00
		Project Manager 2	\$251.00
Financial Analyst 1	\$126.00	Project Manager 3	\$269.00
Financial Analyst 2	\$142.00	Project Manager 4	\$284.00
Financial Analyst 3	\$171.00	Project Manager 5	\$303.00
Financial Analyst 4	\$187.00	Project Manager 6	\$317.00
Financial Analyst 5	\$209.00		
		Sr. Designer 1	\$199.00
GIS Specialist 1	\$117.00	Sr. Designer 2	\$221.00
GIS Specialist 2	\$142.00	Sr. Designer 3	\$238.00
GIS Specialist 3	\$168.00		
GIS Specialist 4	\$188.00	Sr. Financial Analyst 1	\$236.00
GIS Specialist 5	\$210.00	Sr. Financial Analyst 2	\$257.00
		Sr. Financial Analyst 3	\$279.00
		Technical Expert 1	\$361.00
		Technical Expert 2	Negotiable

These rates are subject to adjustment annually on January 1.



City Commission

Agenda Documentation

MEETING DATE: July 7, 2026
PREPARATION DATE: June 30, 2026
SUBMITTING DEPARTMENT: Public Works-Landfill
DEPARTMENT DIRECTOR: Shane O'Keefe
PRESENTER: Shane O'Keefe, Public Works Director
SUBJECT: Request for Authorization to Advertise for Bids –
Landfill Cell Excavation Project

STATEMENT/PURPOSE:

Request for Authorization to Advertise for Bids – Landfill Cell Excavation Project

BACKGROUND/ALTERNATIVES:

The Public Works Department, in partnership with Toman Engineering, is completing the design of a new landfill disposal cell and developing a long-term landfill master plan to guide future expansion and operations over the next 30 to 50 years.

Historically, new disposal cells have been excavated by City forces with average excavation depths ranging from approximately 15 to 20 feet. As the landfill has grown and operational needs have evolved, staff has determined that future cell development should utilize engineered excavation methods to improve safety, increase efficiency, and maximize the usable life of the existing landfill property.

The current design is evaluating a disposal cell with an approximate footprint of 200 feet by 300 feet and an average excavation depth of approximately 30 feet. Increasing the excavation depth from approximately 15 feet to 30 feet has the potential to nearly double the available disposal airspace within the same footprint. While the final usable capacity will depend on engineered side slopes, drainage, and operational requirements, this approach is expected to significantly extend the service life of the current landfill and maximize the value of the City's existing landfill property.

Due to the complexity and depth of the excavation, along with the associated safety considerations, Public Works is recommending that this work be completed through a competitive public bidding process by qualified contractors with the appropriate excavation equipment and experience.

Once the engineering plans, specifications, and bid documents are complete, staff requests authorization to advertise the project for bids. After bids are received and evaluated, the project will be brought back to the City Commission with a recommendation for contract award.

ATTACHMENTS:

None

FISCAL IMPACT:

The 2026 Landfill Capital Improvement Budget includes \$180,000 for development of a new landfill disposal cell. As the project design has progressed, Public Works and Toman Engineering have evaluated a deeper, engineered excavation to improve safety, maximize disposal capacity, and extend the service life of the existing landfill. While a final Engineer's Opinion of Probable Construction Cost is still being developed, preliminary discussions indicate the project cost may be closer to \$300,000.

Staff is requesting authorization to advertise for bids upon completion of the final plans and specifications to avoid delaying the project by an additional Commission meeting and to allow bidding to begin immediately once the documents are complete. Due to continued increases in landfill tonnage and the need for additional disposal capacity, timely development of the new disposal cell is critical to maintaining landfill operations.

If the bids exceed the currently budgeted amount, staff will return to the City Commission with the bid results and a recommendation for any additional funding from the Solid Waste Utility Fund, along with any necessary budget amendment, prior to awarding a construction contract.

STAFF IMPACT:

N/A

LEGAL REVIEW:

reviewed

RECOMMENDATION:

Authorize the Public Works Department to advertise for competitive bids for the New Landfill Disposal Cell Excavation Project upon completion of the final plans, specifications, and bid documents.

SUGGESTED MOTION:

I move to authorize the Public Works Department to advertise for competitive bids for the New Landfill Disposal Cell Excavation Project upon completion of the final plans, specifications, and bid documents.

City Commission

Agenda Documentation

July 7, 2026

Subject: Request for Authorization to Advertise for Bids – Landfill Cell Excavation Project

Page 3 of 3

ORDINANCE NO. 1485

AN ORDINANCE TO AMEND AND REENACT SECTION 105-2-2 OF THE MANDAN CODE OF ORDINANCES RELATING TO DISTRICT BOUNDARIES AND ZONING MAP OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA.

WHEREAS, The Mandan Land Use and Transportation Plan designates the subject property as Public and Park land; and

WHEREAS, Adjacent properties to the north and south is zoned R7 – Residential Single Family and Agriculture, to the east zoned R3.2 – Two-Family Residential; and to the west is R7; and

BE IT ORDAINED By the Board of City Commissioners of the City of Mandan, Morton County, North Dakota, as follows:

SECTION 1. ZONING AMENDMENT. Section 105-2-2 of the Mandan Code of Ordinances is amended to read as follows:

SCHOOL DISTRICT 8TH ADDITION IN SECTION 28, TOWNSHIP 139N, RANGE 81W, CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA:

SAID TRACT OF LAND CONTAINING 27.84 ACRES, MORE OR LESS.

- shall be removed from the Agriculture and CA – Commercial Districts and shall be included in the following:

R7 – Single-Family Residential for Lot 3, Block 1, and Lot 1, Block 4

R3.2 – Two-Family Residential for Lot 3, Block 3

CA – Commercial for Lot 2, Block 3

CC - Commercial for Lots 1 & 2, Block 1; Lot 1, Block 2; and Lot 1, Block 3

SECTION 2. RE-ENACTMENT. Section 105-2-2 of the Mandan Code of Ordinances is hereby re-enacted as amended. The city planner is authorized and directed to make the necessary changes upon the official zoning map of the city in accordance with this section.

James Froelich, President
Board of City Commissioners

Attest:

Jim Neubauer
City Administrator

Planning and Zoning Commission: April 27, 2026
First Consideration: May 19, 2026
Second Consideration and Final Passage: June 2, 2026