REGULAR MEETING OF THE CITY COMMISSION AGENDA

Tuesday, September 02, 2025 at 4:30 PM
City Hall – 38 1st Street West Dickinson, ND 58601

Commissioners:
President: Scott Decker
Vice President: Robert Baer
Jason Fridrich
Joe Ridl
Russ Murphy

CALL TO ORDER

ROLL CALL

OPENING CEREMONIES: PLEDGE OF ALLEGIANCE

Swearing in of Commissioner Russ Murphy (Enc.)

Presented by: Administrator Dassinger

1. **ORDER OF BUSINESS: CONSIDERATION FOR APPROVAL**
   - **A.** Resolution No: 37-2025
     Ordinance No: 1826
2. **CONSENT AGENDA**
   - **A. Approval of Commission Meeting Minutes dated August 19, 2025 (Enc.)**
     Presented by: President Decker
     Consideration to approve
   - **B. Approval of Accounts Payable, Commerce Bank and Checkbook (Enc.)**
     Presented by: President Decker
     Consideration to approve
3. **ADMINISTRATION / FINANCE**
   - **A. Official Results of Special Commission Election (Enc.)**
     Presented by: Administrator Dassinger
     Consideration to approve
   - **B. RFP for Appraisal Services for City Property (Enc.)**
     Presented by: Administrator Dassinger
     Consideration to approve
   - **C. Public Safety Sales Tax Discussion (Enc.)**

Presented by: Administrator Dassinger

D. **ABM Contract Renewals (Enc.)**

Presented by: IT Director Meyer

Consideration to approve

E. **RFP Bid Award for Immutable Backup Storage (Enc.)**

Presented by: IT Director Meyer

Consideration for approval

4. **PUBLIC WORKS**

A. **Water Reclamation Facility Manager Job Description (Enc.)**

Presented by: Deputy PW Director Waldo

Consideration to approve

5. **PUBLIC SAFETY - FIRE**

6. **PUBLIC SAFETY - POLICE**

7. **COMMUNITY DEVELOPMENT**

A. **10th Avenue East - Museum Dr. to 21st Str E. DWR Letter of Support (Enc.)**

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

B. **5th Street SE Watermain Extension DWR Letter of Support (Enc.)**

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

C. **Clarifier Gear Box Improvements (Enc.)**

Presented by: Senior Engineer Keller

Consideration to approve

D. **Library Expansion - Construction GeoTech (Enc.)**

Presented by: Senior Engineer Keller

Consideration to approve

E. **Sanitary Manhole Repairs Construction Award (Enc.)**

Presented by: Senior Engineer Keller

Consideration to approve

F. **Water Reclamation Facility Task Order to Apex Engineering (Enc.)**

Presented by: Senior Engineer Keller

Consideration to approve

G. Monthly Report (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

8. PUBLIC HEARING – 5:00 PM

A. Public Hearing - Scout Energy Well Recommendations (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

B. Public Hearing - Amendment to Chapter 4 (Enc.)

Presented by: Attorney Wenko and Administrator Dassinger

Consideration to approve first reading of Ordinance No. _____

C. Public Hearing - Amendment to Chapter 6 (Enc.)

Presented by: Attorney Wenko

Consideration to approve first reading of Ordinance No. _____

D. Public Hearing - Amendment to Chapter 58 (Enc.)

Presented by: Attorney Wenko

Consideration to approve first reading of Ordinance No. _____

E. Public Hearing - Amendment to Chapter 58-100 (Enc.)

Presented by: Attorney Wenko

Consideration to approve first reading of Ordinance No. _____

9. PUBLIC COMMENTS NOT ON AGENDA

10. COMMISSION COMMENTS

11. ADJOURNMENT

Link for viewing Commission Meeting:
https://youtube.com/live/smIr_7ImyLk
This link will not be live until approximately 4:25 PM MT on September 2, 2025.

Teams Meeting: https://tinyurl.com/bdwtk498
Teams Meeting ID: 252 093 434 328 9 **Meeting Passcode:** du2HD6Zb
Teams Phone #: 1-701-506-0320 **Phone Conference ID:** 825 506 848#
Local Phone #: 701-456-7006

Persons who desire to be heard under Section 9 "Public Comments not on Agenda" may call in at (701) 456-7006

Persons desiring to attend the meeting who require special accommodations are asked to contact the City Administrator by the Friday preceding the meeting.

COMPLETE, PRINT, SIGN IN FRONT OF NOTARY, AND MAIL

Oath of Office

I, Russ Murphy of Dickinson, N.D., do solemnly swear (or affirm) that I will support the Constitution of the United States, and the Constitution of the State of North Dakota and that I will faithfully discharge the duties of the office of City Commissioner

according to the best of my ability, so help me God (under pains and penalties of perjury).

_____
Signature of Office Holder

STATE OF NORTH DAKOTA)
)ss.
County of _____)

Subscribed and sworn to before me this _____ day of _____, A.D. 20 ____

_____
Notary Public

NOTARY SEAL / STAMP

My Commission Expires_____

SFN 11501 (01-02)

REGULAR MEETING **DICKINSON CITY COMMISSION** **August 19, 2025**

I. CALL TO ORDER

President Scott Decker called the meeting to order at 4:30 PM

II. ROLL CALL

Present were: President Scott Decker, Vice President Robert Baer, Commissioner Jason Fridrich

Telephone: None

Absent: Commissioner Joe Ridl

III. PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS

MOTION BY: Jason Fridrich SECONDED BY: Robert Baer

To approve the August 19, 2025 meeting as presented.

DISPOSITION: Roll call vote…Aye 3, Nay 0, Absent 1
Motion declared duly passed

2. CONSENT AGENDA

MOTION BY: Robert Baer SECONDED BY: Jason Fridrich

A. Approval of Meeting Minutes dated August 5, 2025
B. Approval of Accounts Payable, Commerce Bank and Checkbook

DISPOSITION: Roll call vote…Aye 3, Nay 0, Absent 1
Motion declared duly passed

3. ADMINISTRATION/FINANCE

A. Liquor License - The Rusty Lantern - Beer and Wine

City Administrator Dustin Dassinger presents a liquor license for The Rusty Lantern. This will be a beer and wine only on-sale license.

MOTION BY: Robert Baer SECONDED BY: Jason Fridrich

To approve the Beer and Wine Only On-Sale License for The Rusty Lantern

DISPOSITION: Roll call vote…Aye 3, Nay 0, Absent 1
Motion declared duly passed

B. Tobacco Compliance Checks

City Administrator Dustin Dassinger presents the tobacco compliance report. The Dickinson Police Department in conjunction with the SW District Health Unit conducted Tobacco Compliance Checks. 16 businesses were visited, one business/individual was cited for selling tobacco to a minor under the age of 18. Vapes was cited as they failed the compliance check on July 17, 2025. This is information only, no action item to be taken.

C. Unofficial Results of Special Commission Election

Dustin Dassinger announced the unofficial results of the election from August 18th.

a. Russell Murphy 528 votes
b. Matthew Rothstein 178 votes
c. Amber Wanner 107 votes
d. Dean Kluver 63 votes
e. 1 write-in

This is informational only, no action item to be taken.

D. Canvassing Board Approval

City Administrator Dustin Dassinger states that in accordance with North Dakota Century Code §40-21-16.1, the City Canvassing Board for the Special Election that occurred on August, 18th will be composed of the following members: • Commission President Decker • City Administrator • City Attorney Wenko • Two Commissioners. He is requesting 2 commissioners to serve on the board which will meet on Tuesday, September 2nd at 1:00pm.

Commissioner Fridrich and Commissioner Baer are on board to be included.

E. NDLC Fall Conference - September 17-19, 2025 - Bismarck, ND

City Administrator Dustin Dassinger announced the date and time for the Fall Conference for the North Dakota League of Cities. If interested in attending notify Rita Binstock.

F. Abatement Packet for Tzadik Blue Hawk, LLC, with parcel 0350-2700-0400

City Assessor Joe Hirschfeld brought forth the Abatement of taxes for the years 2021, 2022 and 2023. State law does not allow for relief beyond two years, only 2023 is eligible to be heard.

Possible Motions:

1) Make no change ($4,210,800) to True and Full Valuation.

2) Change value to owner request $1,517,500 for 2023

3) Change value to some other amount ($2,840,600)

The 2024 valuation is $2,840,600. City Assessor Joe Hirschfeld feels this amount may be a good middle ground. Vanguard may have taken into consideration for 2024 that the parking lot is not nearby.

Chris Nyhus stepped forward as a representative for Tzadik Blue Hawk, LLC, to speak about the commercial property. They are requesting a $2,250,000 value. They feel the years 2021 and

2022 should also be considered. In addition, they would like to have the property split out moving forward between the Oasis and Blue Hawk.

Jason Fridrich asked Attorney Wenko about the 2021 and 2022 years, she replied this is a statutory deadline so we cannot go back to 2021 or 2022. President Decker commented on the property separation that this is a discussion for another day.

Melissa Weiler, the property manager on site, was asked if there were any major changes to the property and she commented that there were not, she also verified that Vanguard did not walk through the property for a valuation.

Jason Fridrich asked about the parking area across the street. Melissa Weiler commented that the agreement was cancelled by Mr. Thompson; Blue Hawk has lost that parking area. Joe Hirschfeld commented that since this happened in 2023, it could have an impact on the 2024 valuation.

MOTION BY: Robert Baer SECONDED BY: Jason Fridrich

To adjust the value for 2023 to $2,250,000

DISPOSITION: Roll call vote…Aye 3, Nay 0, Absent 1
Motion declared duly passed

G. Memorandum of Understanding – Youthworks

Deputy City Administrator Linda Carlson presented the Memorandum of Understanding. The City would be serving as the fiscal agent and official applicant and Youthworks will serve as the service provider responsible for executing the program activities in the Human Trafficking grant application.

MOTION BY: Jason Fridrich SECONDED BY: Robert Baer

To approve the Memorandum of Understanding with the Mountain-Plains Youth Services Coalition (dba Youthworks)

DISPOSITION: Roll call vote…Aye 3, Nay 0, Absent 1
Motion declared duly passed

H. Monthly Financial Report

Deputy City Administrator Linda Carlson presented the monthly financial report.

I. HR Monthly Report

HR Director Shelly Nameniuk presented the monthly recap of open positions and the status of hiring.

4. PUBLIC WORKS

A. No report

5. PUBLIC SAFETY – FIRE

A. Contract Paramedics

Fire Chief Jeremy Presnell stepped forward to present the contract from Med Ops Staffing LLC out of Wyoming for contract paramedics. He reemphasized the funds are coming from the salaries saved from not having positions filled. They are not asking for any additional monies.

MOTION BY: Robert Baer SECONDED BY: Jason Fridrich

To approve the contracted paramedics

DISPOSITION: Roll call vote…Aye 3, Nay 0, Absent 1
Motion declared duly passed

6. PUBLIC SAFETY - POLICE

A. Police Department Quarterly Report

Police Chief Cianni presented the quarterly report for the 2nd quarter of 2025.

7. COMMUNITY DEVELOPMENT

A. Final Plat - Silvergate Addition Minor Subdivision

City/County Planner Josephson stated the purpose of this subdivision is to divide the property to facilitate selling the two four-plex buildings separately, as well as to establish a sanitary sewer easement for the lot to the north of the property.

MOTION BY: Jason Fridrich SECONDED BY: Robert Baer

To approve Resolution 36-2025

DISPOSITION: Roll call vote…Aye 3, Nay 0, Absent 1
Motion declared duly passed

8. PUBLIC HEARING – 5:00 PM

A. Swearing in of Police Officers

Police Chief Cianni announced the police officers to be sworn in:

- Jaden Schmitz
- Connor Wood
- Eric Michel

President Decker administered their Oath of Office.

9. PUBLIC COMMENTS NOT ON AGENDA

A. None

10. COMMISSION COMMENTS

Robert Baer asked for guidance on open meeting law. Commissioners are being contacted individually by members of the public and how should they best handle the situation.

Attorney Wenko commented she found two attorney general opinions on point. It may be best for the commissioners to reach out to Attorney Wenko first to see if we are in compliance.

If seeking a conversation with another commissioner, to see if an individual had communicated already, that would be alright, however, if a constituent has discussion with a commissioner and then reaches out to another commissioner it could be an 'open meetings law' problem. Commissioners should make sure the individual has not visited with another commissioner before proceeding conversation and then make sure to tell them not to reach out to another commissioner. Jason Fridrich feels there should be training or a refresher for the commissioners on the open meetings law.

Administrator Dassinger commented there is training from the League of Cities with videos he can forward on.

11. ADJOURNMENT

MOTION BY: Jason Fridrich SECONDED BY: Robert Baer

Adjournment of the meeting was at 5:36 pm

Motion declared duly passed

OFFICIAL MINUTES PREPARED BY:

_____

Denise Barth, Property Appraiser Tech, Assessing

APPROVED BY:

_____

Dustin Dassinger, City Administrator

_____

Scott Decker, President

Board of City Commissioners

Date: _____

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson
Payables Management

Ranges:
Vendor ID: First - Last
Class ID: First - Last
Payment Priority: First - Last
Vendor Name: First - Last
FED TAX CLAS: First - Last
Posting Date: First - Last
Document Number: First - Last

Print Option: DETAIL
Age By: Document Date
Aging Date: 8/1/2025

Exclude: Credit Balance, Zero Balance, No Activity, Unposted Applied Credit Documents, Multicurrency Info
Sorted By: Vendor Name
Due Date

*** - Indicates an unposted credit document that has been applied.**

Vendor ID: 2085 **Name:** ADVANCED BUSINESS METHODS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	AR1959583	INV	8/22/2025	8/22/2025	$4,464.78	CONTRACT		$4,464.78			
							Due				
Voucher(s): 1						Aged Totals:	$4,464.78	$4,464.78	$0.00	$0.00	$0.00

Vendor ID: 6161 **Name:** ADVANCED COLLISION CENTER INC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	16570	INV	6/13/2025	6/13/2025	$2,613.86	WORK DONE ON '24 FORD PD			$2,613.86		
							Due				
Voucher(s): 1						Aged Totals:	$2,613.86	$0.00	$2,613.86	$0.00	$0.00

Vendor ID: 4806 **Name:** ALEX AIR APPARATUS 2 LLC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	9872	INV	8/8/2025	8/8/2025	$334.53	QUARTERLY AIR QUALITY TE		$334.53			
	INV-52839	INV	8/22/2025	8/22/2025	$249.53	QUARTERLY COMPR AIR QU		$249.53			
							Due				
Voucher(s): 2						Aged Totals:	$584.06	$584.06	$0.00	$0.00	$0.00

Vendor ID: 5115 **Name:** ALLSTATE PETERBILT OF DICKINSON **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4604209440	INV	8/19/2025	8/19/2025	$367.73	HARDLINE ASSY -HVAC		$367.73			
	4604209540	INV	8/21/2025	8/21/2025	$257.92	2 FILTERS		$257.92			
							Due				
Voucher(s): 2						Aged Totals:	$625.65	$625.65	$0.00	$0.00	$0.00

Vendor ID: 9771 **Name:** AMAZON CAPITAL SERVICES **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1GRDWKP6116R	INV	7/1/2025	7/1/2025	$382.67	GREEN DEVIL HARD HAT HEL			$382.67		
	1W3R6NNR6RHL	INV	7/21/2025	7/21/2025	$31.99	FILE ORGANIZER BOX W/LID		$31.99			
	19QXWC41D7TV	INV	8/14/2025	8/14/2025	$28.46	BUSINESS SOURCE POWER [		$28.46			
	1NYTQCRHJH7D	INV	8/15/2025	8/15/2025	$14.95	WALL MOUNT LADDER		$14.95			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	1NNGDWV1V1RD	INV	8/16/2025	8/16/2025	$18.49	NEON YELLOW PAPER		$18.49			
	13H4M4LCFCYK	INV	8/18/2025	8/18/2025	$76.75	25 BLUE SUPPLIES MANILLA F		$76.75			
	19YT9KVCFVYQ	INV	8/18/2025	8/18/2025	$159.98	140W CHARGER FOR MACBO		$159.98			
	16GVPWHVQ7R9	INV	8/19/2025	8/19/2025	$23.40	FLASH DRIVE, THUMB TACKS		$23.40			
	1GWGF6H4PLLQ	INV	8/19/2025	8/19/2025	$18.60	SOLO LEVELING		$18.60			
	1633FCRK4V4N	INV	8/20/2025	8/20/2025	$82.93	STAPLER, NYLON VEST		$82.93			
	1WQMXRNY34MV	INV	8/26/2025	8/26/2025	$35.98	SHOWER CURTAIN		$35.98			

			Due				
Voucher(s):	**11**	**Aged Totals:**	**$874.20**	**$491.53**	**$382.67**	**$0.00**	**$0.00**

Vendor ID: 5947 **Name:** ANGUIANO, IAN **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	IA070225	INV	7/2/2025	7/2/2025	$35.00	EMPLOYEE EXP-IAN ANGUIAN		$35.00			
	IA 08042025	INV	8/4/2025	8/4/2025	$29.40	EMPLOYEE EXP-IAN ANGUIAN		$29.40			
	IA 08122025	INV	8/12/2025	8/12/2025	$70.70	EMPLOYEE EXP-I ANGUIANO		$70.70			

			Due				
Voucher(s):	**3**	**Aged Totals:**	**$135.10**	**$135.10**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 4278 **Name:** APEX **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	21869	INV	7/31/2025	7/31/2025	$584.00	PROFESSIONAL SERVICES		$584.00			
	21871	INV	7/31/2025	7/31/2025	$5,095.00	PROFESSIONAL SERVICES		$5,095.00			
	21872	INV	7/31/2025	7/31/2025	$361.50	PROFESSIONAL SERVICES		$361.50			
	21873	INV	7/31/2025	7/31/2025	$4,872.50	202233 WEST BUSINESS LOO		$4,872.50			
	21874	INV	7/31/2025	7/31/2025	$5,432.50	202233 ND22 & 8TH ST WATEF		$5,432.50			
	21877	INV	7/31/2025	7/31/2025	$60,128.50	202503 2025 WATERMAIN & LE		$60,128.50			
	21879	INV	7/31/2025	7/31/2025	$2,608.50	202513 LEAD SERVICE LINE R		$2,608.50			
	21880	INV	7/31/2025	7/31/2025	$3,353.50	202404 LIFT STATION 7		$3,353.50			
	21881	INV	7/31/2025	7/31/2025	$10,000.00	202605 2026 UTILITY & STREE		$10,000.00			
	21989	INV	7/31/2025	7/31/2025	$940.00	SENIOR ENVIRONMENTAL EN		$940.00			

			Due				
Voucher(s):	**10**	**Aged Totals:**	**$93,376.00**	**$93,376.00**	**$0.00**	**$0.00**	**$0.00**

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 37 **Name:** AT&T **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0304912147001 08/25	INV	8/13/2025	8/13/2025	$30.09	MONTHLY PHONE BILLING		$30.09			
							Due				
Voucher(s): 1						Aged Totals:	$30.09	$30.09	$0.00	$0.00	$0.00

Vendor ID: 6032 **Name:** AUTO VALUE, APH STORE **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	416112602	INV	8/12/2025	8/12/2025	$26.00	PAINT FOR CP CARS		$26.00			
	416112827	INV	8/19/2025	8/19/2025	$40.45	SCREWDRIVER SET, NUT DRI		$40.45			
							Due				
Voucher(s): 2						Aged Totals:	$66.45	$66.45	$0.00	$0.00	$0.00

Vendor ID: 4751 **Name:** AVERS-DAVIS, HEATHER **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	HAD 081825	INV	8/18/2025	8/18/2025	$54.00	EMPLOYEE EXP-H AVERS-DA'		$54.00			
							Due				
Voucher(s): 1						Aged Totals:	$54.00	$54.00	$0.00	$0.00	$0.00

Vendor ID: 68 **Name:** B & K ELECTRIC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	201300	INV	8/7/2025	8/7/2025	$885.00	LED WALLPACK		$885.00			
	201313	INV	8/12/2025	8/12/2025	$399.10	1 1/2 PVC CONDUIT, EPOXY		$399.10			
	201317	INV	8/12/2025	8/12/2025	$1,050.00	BUILD, WIRE, TEST-FLASHING		$1,050.00			
	201318	INV	8/12/2025	8/12/2025	$2,096.04	LED LIGHT, WIRE, FUSE HOLI		$2,096.04			
	201323	INV	8/12/2025	8/12/2025	$410.34	A/C FLEX WHIP, FLEX CONNE		$410.34			
	201339	INV	8/22/2025	8/22/2025	$397.32	10 AMP FUSE		$397.32			
	201341	INV	8/22/2025	8/22/2025	$235.00	OFFICE LIGHT REPLACED, PA		$235.00			
							Due				
Voucher(s): 7						Aged Totals:	$5,472.80	$5,472.80	$0.00	$0.00	$0.00

Vendor ID: 49 **Name:** BAKER & TAYLOR CO (GA) **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2039208070	INV	7/28/2025	7/28/2025	$11.49	BC		$11.49			
	2039208160	INV	7/28/2025	7/28/2025	$67.79	DIP		$67.79			
	2039213984	INV	7/31/2025	7/31/2025	$441.68	DIP TEEN		$441.68			
	2039215217	INV	7/31/2025	7/31/2025	$6.05	DIP CH		$6.05			

	2039215510	INV	8/1/2025	8/1/2025	$443.20	DIP		$443.20			
	2039215511	INV	8/1/2025	8/1/2025	$434.31	BC		$434.31			
	2039219869	INV	8/5/2025	8/5/2025	$62.30	DIP CH		$62.30			
	2039231679	INV	8/12/2025	8/12/2025	$195.71	DIP		$195.71			
	2039231707	INV	8/12/2025	8/12/2025	$71.75	DIP TEEN		$71.75			
	2039234313	INV	8/12/2025	8/12/2025	$210.03	BC		$210.03			
	2039239426	INV	8/12/2025	8/12/2025	$506.95	DIP		$506.95			

			Due				
Voucher(s):	**11**	**Aged Totals:**	**$2,451.26**	**$2,451.26**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 6203 **Name:** BALCO UNIFORM - POLICE ACCOUNT **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	84691-1	INV	8/8/2025	8/8/2025	$487.56	SMALL CORPORAL CHEVRON		$487.56			
	84691-2	INV	8/15/2025	8/15/2025	$32.38	C-A-T HOLDER		$32.38			
	82389-6	INV	8/25/2025	8/25/2025	$138.00	3 MAX GLOVES		$138.00			
	84691-3	INV	8/25/2025	8/25/2025	$92.00	MAX GLOVES (2)		$92.00			

			Due				
Voucher(s):	**4**	**Aged Totals:**	**$749.94**	**$749.94**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 6467 **Name:** BARR ENGINEERING CO. **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	34451070.01-3	INV	8/14/2025	8/14/2025	$5,939.00	202310 QUEEN CITY DAM EAP		$5,939.00			

			Due				
Voucher(s):	**1**	**Aged Totals:**	**$5,939.00**	**$5,939.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 4670 **Name:** BEK CONSULTING **Class ID:** 1099 **FED TAX CLAS:** LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	7027	INV	8/1/2025	8/1/2025	$7,455.00	EXTRA WORK FORM		$7,455.00			

			Due				
Voucher(s):	**1**	**Aged Totals:**	**$7,455.00**	**$7,455.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 773 **Name:** BERGER ELECTRIC INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	89228	INV	7/14/2025	7/14/2025	$1,672.16	REPLACE VFD'S W/MOTOR ST		$1,672.16			
	89229	INV	7/14/2025	7/14/2025	$1,268.34	WIRE AC UNIT		$1,268.34			
	89230	INV	7/14/2025	7/14/2025	$825.11	HOOK UP (2) VFD'S		$825.11			
	89344	INV	8/5/2025	8/5/2025	$1,128.15	WIRE 240V RECEPTACLE-AUT		$1,128.15			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	89440	INV	8/21/2025	8/21/2025	$635.19	TROUBLESHOOT STREET LIG		$635.19				
	89441	INV	8/21/2025	8/21/2025	$1,478.68	TROUBLESHOOT ST LITES-ME		$1,478.68				
	89442	INV	8/21/2025	8/21/2025	$146.68	INSTALLED FUSES		$146.68				
	89443	INV	8/21/2025	8/21/2025	$236.68	INSTALLED FUSES		$236.68				
	89444	INV	8/21/2025	8/21/2025	$792.25	TROUBLESHOOT RED AVIATI(		$792.25				
	89445	INV	8/21/2025	8/21/2025	$270.00	TROUBLESHOOT LIGHT POLE		$270.00				
	89446	INV	8/21/2025	8/21/2025	$270.00	TROUBLESHOOT LIGHTS		$270.00				
	89448	INV	8/21/2025	8/21/2025	$1,260.00	TROUBLESHOOT PUMP CONT		$1,260.00				

		Due				
Voucher(s): 12	Aged Totals:	$9,983.24	$9,983.24	$0.00	$0.00	$0.00

Vendor ID: 5996 **Name:** BIG HORN TIRE, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	281419	INV	7/22/2025	7/22/2025	$550.00	OTR REPAIR COST UNIT W1		$550.00			
	21535	INV	8/21/2025	8/21/2025	$180.00	ND FLEET SURVEY		$180.00			

		Due				
Voucher(s): 2	Aged Totals:	$730.00	$730.00	$0.00	$0.00	$0.00

Vendor ID: 2551 **Name:** BLACKSTONE AUDIO, INC. **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2205171	INV	7/22/2025	7/22/2025	$350.00	DIP AV		$350.00			

		Due				
Voucher(s): 1	Aged Totals:	$350.00	$350.00	$0.00	$0.00	$0.00

Vendor ID: 72 **Name:** BOESPFLUG TRAILERS & FEED INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	109344	INV	8/19/2025	8/19/2025	$207.50	RECTANGULAR LED MARKER		$207.50			

		Due				
Voucher(s): 1	Aged Totals:	$207.50	$207.50	$0.00	$0.00	$0.00

Vendor ID: 951 **Name:** BORDER STATES ELECTRIC SUPPLY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	930836557	INV	7/30/2025	7/30/2025	$19,587.51	SPX350A0-4A5N1		$19,587.51			
	930912759	INV	8/12/2025	8/12/2025	$4,467.94	ALB 1769-624ER-QBFC1B COM		$4,467.94			

		Due				
Voucher(s): 2	Aged Totals:	$24,055.45	$24,055.45	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 5004 **Name:** BOUND TREE MEDICAL LLC **Class ID:** 1099 **FED TAX CLAS:** LLC-P

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	85763761	INV	5/7/2025	5/7/2025	$105.87	SHARPS CONTAINER, GLOVE				$105.87	
	85875573	INV	8/8/2025	8/8/2025	$354.99	URINAL MALE W/COVER, KIT		$354.99			
	85875574	INV	8/8/2025	8/8/2025	$131.99	INJECTION TEACHING MODEL		$131.99			
	85879778	INV	8/12/2025	8/12/2025	$2,156.70	CURAPLEX NEBULIZER, MASK		$2,156.70			
	85890795	INV	8/20/2025	8/20/2025	$451.28	SPRYINGE ONLY		$451.28			
	85893818	INV	8/22/2025	8/22/2025	$239.96	FIBER OPTIC HANDLE		$239.96			
							Due				
Voucher(s): 6						**Aged Totals:**	**$3,440.79**	**$3,334.92**	**$0.00**	**$105.87**	**$0.00**

Vendor ID: 4390 **Name:** BRAUN DISTRIBUTING **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	39098	INV	7/22/2025	7/22/2025	$29.85	3 5 GAL SPRING WATERS		$29.85			
	39060	INV	8/15/2025	8/15/2025	$49.75	5 5 GAL SPRING WATERS		$49.75			
	396863	INV	8/20/2025	8/20/2025	$713.70	WATER FOR EMS/FIRE DEPT		$713.70			
							Due				
Voucher(s): 3						**Aged Totals:**	**$793.30**	**$793.30**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 3527 **Name:** BRAUN INTERTEC CORPORATION **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	B438554	INV	8/13/2025	8/13/2025	$4,280.75	202501 2025 ROAD MAINTENA		$4,280.75			
	B438555	INV	8/13/2025	8/13/2025	$15,224.00	202503 2025 WATERMAIN REF		$15,224.00			
	B438556	INV	8/13/2025	8/13/2025	$7,025.50	202509 SIMS ST		$7,025.50			
							Due				
Voucher(s): 3						**Aged Totals:**	**$26,530.25**	**$26,530.25**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 592 **Name:** BRAVERA INSURANCE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	18183	INV	8/7/2025	8/7/2025	$43.00	ADD GRACIE GLOBAL LLC		$43.00			
							Due				
Voucher(s): 1						**Aged Totals:**	**$43.00**	**$43.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 96 **Name:** BUTLER MACHINERY CO **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	09PS0382884	INV	8/14/2025	8/14/2025	$948.28	CAT ELC-55GAL		$948.28			
	09PS0382958	INV	8/15/2025	8/15/2025	$850.00	FLUID SAMPLE		$850.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due				
Voucher(s):	2					Aged Totals:	$1,798.28	$1,798.28	$0.00	$0.00	$0.00

Vendor ID: 610 **Name:** CARQUEST AUTO PARTS STORES **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2781-437249	INV	8/14/2025	8/14/2025	$65.48	MISC OIL FILTERS		$65.48			
	2781-437251	INV	8/14/2025	8/14/2025	$98.30	FUEL ELEMENT		$98.30			
	2781-437510	INV	8/20/2025	8/20/2025	$28.76	BELTS 1 EA GATES		$28.76			

							Due				
Voucher(s):	3					Aged Totals:	$192.54	$192.54	$0.00	$0.00	$0.00

Vendor ID: 9577 **Name:** CASE ELECTRIC LLC **Class ID:** 1099 **FED TAX CLAS:** LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2481	INV	8/21/2025	8/21/2025	$651.62	HIGH DENSITY FLEXIBLE LED		$651.62			

							Due				
Voucher(s):	1					Aged Totals:	$651.62	$651.62	$0.00	$0.00	$0.00

Vendor ID: 4275 **Name:** CDW GOVERNMENT **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	AF4JB9N	INV	8/11/2025	8/11/2025	$344.68	JABRA 1000 RHL HAND LIF		$344.68			
	AF4XV7Y	INV	8/13/2025	8/13/2025	$1,145.67	HP SB 465 G11 R7-7735U 1/32		$1,145.67			

							Due				
Voucher(s):	2					Aged Totals:	$1,490.35	$1,490.35	$0.00	$0.00	$0.00

Vendor ID: 3431 **Name:** CENGAGE LEARNING **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	999100707161	INV	7/15/2025	7/15/2025	$77.97	DIP		$77.97			
	999100735022	INV	7/25/2025	7/25/2025	$27.74	DIP		$27.74			
	999100743426	INV	7/29/2025	7/29/2025	$74.22	BC		$74.22			
	999100788269	INV	8/11/2025	8/11/2025	$103.46	SLOPE		$103.46			
	999100788270	INV	8/11/2025	8/11/2025	$25.49	DIP		$25.49			
	999100790832	INV	8/11/2025	8/11/2025	$81.72	BC		$81.72			

							Due				
Voucher(s):	6					Aged Totals:	$390.60	$390.60	$0.00	$0.00	$0.00

Vendor ID: 6564 **Name:** COLOR MINTED LLC/ROCKY STICKERS **Class ID:** 1099 **FED TAX CLAS:** LLC - P

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	482	INV	8/23/2025	8/23/2025	$407.50	326 REG STICKERS		$407.50			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due				
Voucher(s):	1					Aged Totals:	$407.50	$407.50	$0.00	$0.00	$0.00

Vendor ID: 4514 **Name:** CORDOVA CONSTRUCTION **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3418	INV	7/15/2025	7/15/2025	$3,364.00	HYDRANT REPLACEMENT 073		$3,364.00			
	3419	INV	7/30/2025	7/30/2025	$1,238.00	EMERGENCY WATER REPAIR		$1,238.00			

							Due				
Voucher(s):	2					Aged Totals:	$4,602.00	$4,602.00	$0.00	$0.00	$0.00

Vendor ID: 6157 **Name:** CORE & MAIN LP **Class ID:** 1099 **FED TAX CLAS:** PARTNERSHIP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CNV1000009492	INV	8/6/2025	8/6/2025	$4,183.11	6 MACRO HP EPXY		$4,183.11			
	CNV1000010375	INV	8/15/2025	8/15/2025	$4,945.72	CENTER CURB INLET FRAME,		$4,945.72			
	CNV1000010493	INV	8/19/2025	8/19/2025	$276.08	TYPE C GRATE		$276.08			

							Due				
Voucher(s):	3					Aged Totals:	$9,404.91	$9,404.91	$0.00	$0.00	$0.00

Vendor ID: 5125 **Name:** COVENANT LEGAL GROUP **Class ID:** 1099 **FED TAX CLAS:** ATTORNEY

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4191	INV	8/21/2025	8/21/2025	$300.00	LEGAL SERVICES-HUNTER H(		$300.00			

							Due				
Voucher(s):	1					Aged Totals:	$300.00	$300.00	$0.00	$0.00	$0.00

Vendor ID: 5999 **Name:** DAKOTA BUSINESS SOLUTIONS **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1513	INV	8/12/2025	8/12/2025	$2,019.96	072025 STATEMENTS		$2,019.96			
	1514	INV	8/12/2025	8/12/2025	$2,035.79	042025 STATEMENTS-FOLD &		$2,035.79			
	1515	INV	8/12/2025	8/12/2025	$1,849.42	FOLD & INSERT, LETTER INSE		$1,849.42			
	1516	INV	8/12/2025	8/12/2025	$1,819.53	073025 WATER STATEMENTS		$1,819.53			

							Due				
Voucher(s):	4					Aged Totals:	$7,724.70	$7,724.70	$0.00	$0.00	$0.00

Vendor ID: 149 **Name:** DAKOTA PUMP & CONTROL CO **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	50626	INV	7/16/2025	7/16/2025	$72,670.00	2 50 HP HIGH SERVICE PUMP!		$72,670.00			

							Due				
Voucher(s):	1					Aged Totals:	$72,670.00	$72,670.00	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 5070 **Name:** DECKER, SCOTT J **Class ID:** **FED TAX CLAS:** EMPLOY

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SD 081125	INV	8/11/2025	8/11/2025	$140.00	EMPLOYEE EXP-SCOTT DECK		$140.00			
							Due				
Voucher(s): 1						Aged Totals:	$140.00	$140.00	$0.00	$0.00	$0.00

Vendor ID: 162 **Name:** DENNYS ELECTRIC INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	31835	INV	7/31/2025	7/31/2025	$667.19	TESTED POWERED OUTLETS		$667.19			
	31927	INV	7/31/2025	7/31/2025	$967.50	GENERATORS FOR LEGACY S		$967.50			
							Due				
Voucher(s): 2						Aged Totals:	$1,634.69	$1,634.69	$0.00	$0.00	$0.00

Vendor ID: 110 **Name:** DICKINSON AREA CHAMBER OF COMMERCE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	30158	INV	8/18/2025	8/18/2025	$175.00	3 E-BLASTS		$175.00			
							Due				
Voucher(s): 1						Aged Totals:	$175.00	$175.00	$0.00	$0.00	$0.00

Vendor ID: 2286 **Name:** DICKINSON FIRE FIGHTERS ASSOCIATION **Class ID:** **FED TAX CLAS:** GOV

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	10302024	INV	8/25/2025	8/25/2025	$510.00	AUG 20TH WITHHOLDINGS		$510.00			
							Due				
Voucher(s): 1						Aged Totals:	$510.00	$510.00	$0.00	$0.00	$0.00

Vendor ID: 5166 **Name:** DICKINSON PARKS & REC (MEMBERS) **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3190198	INV	8/27/2025	8/27/2025	$2,352.90	EMPLOYEE MEMBERSHIPS		$2,352.90			
							Due				
Voucher(s): 1						Aged Totals:	$2,352.90	$2,352.90	$0.00	$0.00	$0.00

Vendor ID: 167 **Name:** DICKINSON TR AIRPORT **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	RECD' AUG 2025	INV	8/15/2025	8/15/2025	$810.74	STARK CO DISTRI-RECD AUG		$810.74			
							Due				
Voucher(s): 1						Aged Totals:	$810.74	$810.74	$0.00	$0.00	$0.00

Vendor ID: 6578 **Name:** DILLION BROCK (FIRE/EMS) **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	DB 082725	INV	8/27/2025	8/27/2025	$96.18	EMPLOYEE EXP-DILLON BRO		$96.18			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due				
Voucher(s):	1					Aged Totals:	$96.18	$96.18	$0.00	$0.00	$0.00

Vendor ID: 6521 **Name:** DO VENTURES, LLC DBA ALL IN EVENTS & CATE **Class ID:** 1099 **FED TAX CLAS:** INDIVIDUAL SOLE PROP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2101	INV	6/23/2025	6/23/2025	$1,919.57	CATERING FOR LEGACY SQ E			$1,919.57		
	2126	INV	7/16/2025	7/16/2025	$3,538.20	CATERING FOR LEGACY SQ E		$3,538.20			
	2153	INV	8/19/2025	8/19/2025	$419.86	SPECIAL ELECTION MEALS		$419.86			

							Due				
Voucher(s):	3					Aged Totals:	$5,877.63	$3,958.06	$1,919.57	$0.00	$0.00

Vendor ID: 3019 **Name:** DORSEY & WHITNEY LLP **Class ID:** **FED TAX CLAS:** LEGAL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4104079	INV	8/15/2025	8/15/2025	$1,430.00	LEGAL SERVICES THRU 0731		$1,430.00			

							Due				
Voucher(s):	1					Aged Totals:	$1,430.00	$1,430.00	$0.00	$0.00	$0.00

Vendor ID: 5695 **Name:** DOVER PUBLICATIONS, INC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	93063952	INV	8/21/2025	8/21/2025	$294.50	GIFT SHOP STOCK		$294.50			

							Due				
Voucher(s):	1					Aged Totals:	$294.50	$294.50	$0.00	$0.00	$0.00

Vendor ID: 6525 **Name:** DUKES WELDING LLC **Class ID:** **FED TAX CLAS:** LLC -S

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	434	INV	8/20/2025	8/20/2025	$660.00	DRILL HOLES & INSERT PINS/		$660.00			

							Due				
Voucher(s):	1					Aged Totals:	$660.00	$660.00	$0.00	$0.00	$0.00

Vendor ID: 6507 **Name:** DYKEMA LESLIE R. **Class ID:** 1099 **FED TAX CLAS:** LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	081825 ELECTION	INV	8/21/2025	8/21/2025	$288.75	DICKINSON SPECIAL ELECTIC		$288.75			

							Due				
Voucher(s):	1					Aged Totals:	$288.75	$288.75	$0.00	$0.00	$0.00

Vendor ID: 4329 **Name:** ELAINE DVORAK **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	6683-34	INV	8/18/2025	8/18/2025	$18.00	1 DOZEN CARMEL ROLLS		$18.00			

							Due				
Voucher(s):	1					Aged Totals:	$18.00	$18.00	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 181 **Name:** FACTORY MOTOR PARTS **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	206-029723	CRM	8/13/2025		($25.00)	RETURN MED BATTERY CORE		($25.00)			
	206-029820	CRM	8/18/2025		($9.00)	RETURN MED BATTERY CORE		($9.00)			
	206-029779	INV	8/15/2025	8/15/2025	$131.02	DEL 94R/PG		$131.02			
	206-029999	INV	8/22/2025	8/22/2025	$7.31	11 TRICO EXACT FIT WIPER		$7.31			
							Due				
Voucher(s): 4						Aged Totals:	$104.33	$104.33	$0.00	$0.00	$0.00

Vendor ID: 2606 **Name:** FERGUSON ENTERPRISES INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1875985	INV	8/5/2025	8/5/2025	$44.59	CLST REP KIT		$44.59			
							Due				
Voucher(s): 1						Aged Totals:	$44.59	$44.59	$0.00	$0.00	$0.00

Vendor ID: 4084 **Name:** FERGUSON WATERWORKS #2516 **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0529394	INV	7/29/2025	7/29/2025	$5,890.56	MTR P/C USG W/O REC *X		$5,890.56			
	WI008672-2	INV	8/11/2025	8/11/2025	$596.95	LF CORP ST		$596.95			
	WI009001	INV	8/12/2025	8/12/2025	$763.44	LF 2 FIPXFIP BALL CURB		$763.44			
							Due				
Voucher(s): 3						Aged Totals:	$7,250.95	$7,250.95	$0.00	$0.00	$0.00

Vendor ID: 5972 **Name:** FIRE & POLICE SELECTION, INCF **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	22563	INV	8/13/2025	8/13/2025	$592.50	BASE FEE, 14 TEST BOOKLET		$592.50			
							Due				
Voucher(s): 1						Aged Totals:	$592.50	$592.50	$0.00	$0.00	$0.00

Vendor ID: 6113 **Name:** FLEETMIND SOLUTIONS INC. **Class ID:** **FED TAX CLAS:** CORPORATION

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	13032	INV	8/11/2025	8/11/2025	$1,071.35	AUG MO DATA W/ VERIZON		$1,071.35			
	13033	INV	8/11/2025	8/11/2025	$459.15	AUG MO DATA W/VERIZON		$459.15			
							Due				
Voucher(s): 2						Aged Totals:	$1,530.50	$1,530.50	$0.00	$0.00	$0.00

Vendor ID: 5859 **Name:** FORUM COMMUNICATIONS CO. **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	MP148685 073125	INV	7/31/2025	7/31/2025	$190.00	ADVERTISING -LIBRARY		$190.00			

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			Due				
Voucher(s): 1	Aged Totals:	$190.00	$190.00	$0.00	$0.00	$0.00

Vendor ID: 6287 **Name:** FRIES JOEL/ TRACKER MANAGEMENT **Class ID:** 1099 **FED TAX CLAS:** SOLE PROP/SINGLE LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	19961	INV	8/8/2025	8/8/2025	$3,279.78	08-07-25 DICKINSON-SHAKOP		$3,279.78			
	19966	INV	8/8/2025	8/8/2025	$574.54	DOT INSPECTION		$574.54			
	19967	INV	8/8/2025	8/8/2025	$470.80	SHOP SUPPLIES		$470.80			

			Due				
Voucher(s): 3	Aged Totals:	$4,325.12	$4,325.12	$0.00	$0.00	$0.00

Vendor ID: 668 **Name:** GALLS INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	032266124	INV	8/18/2025	8/18/2025	$152.71	SAFETY BOOT		$152.71			

			Due				
Voucher(s): 1	Aged Totals:	$152.71	$152.71	$0.00	$0.00	$0.00

Vendor ID: 241 **Name:** GENERAL STEEL & SUPPLY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	34713	INV	8/19/2025	8/19/2025	$85.43	CLEVIS GRAB HOOK		$85.43			

			Due				
Voucher(s): 1	Aged Totals:	$85.43	$85.43	$0.00	$0.00	$0.00

Vendor ID: 243 **Name:** GEORGES TIRE SHOP INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	193887	INV	8/7/2025	8/7/2025	$30.00	FIX FLAT S-65		$30.00			
	193987	INV	8/11/2025	8/11/2025	$40.00	FIX FLAT R-7		$40.00			
	194043	INV	8/12/2025	8/12/2025	$280.00	SWAP OUT TIRES R-60		$280.00			
	194326	INV	8/19/2025	8/19/2025	$2,590.00	REPLACEMENTS R9		$2,590.00			

			Due				
Voucher(s): 4	Aged Totals:	$2,940.00	$2,940.00	$0.00	$0.00	$0.00

Vendor ID: 6082 **Name:** GOOSENECK IMPLEMENT **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	11318140	CRM	7/16/2025		($181.94)	RETURN SPINDLE		($181.94)			
	11318141	INV	7/16/2025	7/16/2025	$293.89	SPINDLE ASSBLY		$293.89			
	11337411	INV	8/11/2025	8/11/2025	$303.30	2 EA AIR FILTERS, FILTER ELE		$303.30			
	11341030	INV	8/14/2025	8/14/2025	$41.24	PLUG, SHIELD		$41.24			
	11342415	INV	8/15/2025	8/15/2025	$119.16	4 EA OIL FILTER, SEALS		$119.16			

			Due				
Voucher(s): 5	Aged Totals:	$575.65	$575.65	$0.00	$0.00	$0.00

Vendor ID: 4268 **Name:** H M CRAGG CO **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CD99010075	INV	7/25/2025	7/25/2025	$240.54	ANTIFREEZE, COOLANT		$240.54			
	CD99010076	INV	7/25/2025	7/25/2025	$247.50	STANDARD LABOR RATE		$247.50			
	CD99011478	INV	8/18/2025	8/18/2025	$532.60	LUCAS OIL STABILIZER		$532.60			
	CD99011481	INV	8/18/2025	8/18/2025	$544.19	LUCAS OIL STABILIZER		$544.19			

			Due				
Voucher(s): 4	Aged Totals:	$1,564.83	$1,564.83	$0.00	$0.00	$0.00

Vendor ID: 9724 **Name:** HAWTHORN SUITES by WYNDHAM DICKINSON **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	9610	INV	6/9/2025	6/9/2025	$104.99	GUEST SERVICES-RYAN MEIN			$104.99		
	9942	INV	7/4/2025	7/4/2025	$209.98	GUEST SERVICES-RYAN MEIN		$209.98			
	9945	INV	7/4/2025	7/4/2025	$209.98	GUEST SERVICES-C DEFEVEI		$209.98			
	9946	INV	7/4/2025	7/4/2025	$209.98	GUEST SERVICES-C DEFEVEI		$209.98			
	9948	INV	7/4/2025	7/4/2025	$209.98	GUEST SERVICES-BRYAN WH		$209.98			
	9951	INV	7/4/2025	7/4/2025	$209.98	GUEST SERVICES-C DEFEVEI		$209.98			
	9952	INV	7/4/2025	7/4/2025	$209.98	GUEST SERVICES-BRAIN NOC		$209.98			
	9953	INV	7/4/2025	7/4/2025	$209.98	GUEST SERVICES-C DEFEVEI		$209.98			
	9954	INV	7/4/2025	7/4/2025	$209.98	GUEST SERVICES-SARAH GA		$209.98			
	9965	INV	7/7/2025	7/7/2025	$314.97	GUEST SERVICES-EMILY FOX		$314.97			
	9967	INV	7/7/2025	7/7/2025	$419.96	GUEST SERVICES-T MARTIN		$419.96			
	10126	INV	7/18/2025	7/18/2025	$209.98	GUEST SERVICES-JORY BER(		$209.98			
	10127	INV	7/18/2025	7/18/2025	$209.98	GUEST SERVICES-JORY BER(		$209.98			
	10128	INV	7/18/2025	7/18/2025	$209.98	GUEST SERVICES RAY MEIEF		$209.98			
	10133	INV	7/18/2025	7/18/2025	$209.98	GUEST SERVICES-RAY MEIEF		$209.98			
	10139	INV	7/18/2025	7/18/2025	$209.98	GUEST SERVICES RAY MEIEF		$209.98			
	34799	INV	7/18/2025	7/18/2025	$209.98	GUEST SERVICES RAY MEIEF		$209.98			
	10329	INV	8/1/2025	8/1/2025	$209.98	GUEST SERVICES SEAN BOE		$209.98			
	10330	INV	8/1/2025	8/1/2025	$209.98	GUEST SERVICES SARAHR G		$209.98			

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10332	INV	8/1/2025	8/1/2025	$209.98	GUEST SERVICES RYAN MEIN		$209.98	
10335	INV	8/1/2025	8/1/2025	$209.98	GUEST SERVICES N THOMAS		$209.98	
10336	INV	8/1/2025	8/1/2025	$209.98	GUEST SERVICES N THOMAS		$209.98	
10341	INV	8/1/2025	8/1/2025	$209.98	GUEST SERVICES N THOMAS		$209.98	
10342	INV	8/1/2025	8/1/2025	$209.98	GUEST SERVICES N THOMAS		$209.98	
10548	INV	8/14/2025	8/14/2025	$104.99	GUEST SERVICES JORY BER(		$104.99	
10549	INV	8/14/2025	8/14/2025	$104.99	GUEST SERVICES JORY BER(		$104.99	
10560	INV	8/15/2025	8/15/2025	$209.98	GUEST SERVICES M HASEGN		$209.98	
10561	INV	8/15/2025	8/15/2025	$209.98	GUEST SERVICES J BABCOCH		$209.98	
10562	INV	8/15/2025	8/15/2025	$209.98	GUEST SERVICES J DIEBOLD		$209.98	
10563	INV	8/15/2025	8/15/2025	$209.98	GUEST SERVICES J DIEBOLD		$209.98	
10564	INV	8/15/2025	8/15/2025	$209.98	GUEST SERVICES J DIEBOLD		$209.98	

		Due				
Voucher(s): 31	Aged Totals:	$6,509.38	$6,404.39	$104.99	$0.00	$0.00

Vendor ID: 6210 **Name:** HEART RIVER VOICE **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1381	INV	8/25/2025	8/25/2025	$140.00	ADVERTISING -LIBRARY		$140.00			

		Due				
Voucher(s): 1	Aged Totals:	$140.00	$140.00	$0.00	$0.00	$0.00

Vendor ID: 6508 **Name:** HECKAMAN JOAN M. **Class ID:** 1099 **FED TAX CLAS:** LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	081825 ELECTION	INV	8/21/2025	8/21/2025	$273.00	DICKINSON SPECIAL ELECTIC		$273.00			

		Due				
Voucher(s): 1	Aged Totals:	$273.00	$273.00	$0.00	$0.00	$0.00

Vendor ID: 9985 **Name:** HEISER JOANN **Class ID:** 1099 **FED TAX CLAS:** INDIVIDUAL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	081825 ELECTION	INV	8/21/2025	8/21/2025	$273.00	DICKINSON SPECIAL ELECTIC		$273.00			

		Due				
Voucher(s): 1	Aged Totals:	$273.00	$273.00	$0.00	$0.00	$0.00

Vendor ID: 9919 **Name:** HELLMAN & SONS LANDSCAPING LLC **Class ID:** **FED TAX CLAS:** LLC - S

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	8130	INV	8/14/2025	8/14/2025	$185.00	FERTILIZER/APPLI MADDOG-L		$185.00			

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City of Dickinson

							Due				
Voucher(s):	1					Aged Totals:	$185.00	$185.00	$0.00	$0.00	$0.00

Vendor ID: 4271 **Name:** HIRSCHFELD, JOSEPH **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	JH 082625	INV	8/26/2025	8/26/2025	$527.00	EMPLOYEE EXP-J HIRSCHFEL		$527.00			
							Due				
Voucher(s):	1					Aged Totals:	$527.00	$527.00	$0.00	$0.00	$0.00

Vendor ID: 6585 **Name:** HOMISTON GAYLE **Class ID:** 1099 **FED TAX CLAS:** SOLE PROPRIETOR

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	081825 ELECTION	INV	8/21/2025	8/21/2025	$273.00	DICKINSON SPECIAL ELECTIC		$273.00			
							Due				
Voucher(s):	1					Aged Totals:	$273.00	$273.00	$0.00	$0.00	$0.00

Vendor ID: 4284 **Name:** HUTZ'S WELDING SERVICE & REPAIR LLC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	29911	INV	8/17/2025	8/17/2025	$1,881.33	REPAIR LIFT HOOK ON COMP.		$1,881.33			
							Due				
Voucher(s):	1					Aged Totals:	$1,881.33	$1,881.33	$0.00	$0.00	$0.00

Vendor ID: 5788 **Name:** INNOVATIVE OFFICE SOLUTIONS LLC **Class ID:** 1099 **FED TAX CLAS:** LLC-P

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	IN4904402	INV	8/11/2025	8/11/2025	$34.56	PEN, PEARL, FINE, BK		$34.56			
							Due				
Voucher(s):	1					Aged Totals:	$34.56	$34.56	$0.00	$0.00	$0.00

Vendor ID: 9812 **Name:** IXOM WATERCARE INC. **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	6975263	INV	6/12/2025	6/12/2025	$5,825.98	GENERAL MAINTENANCE			$5,825.98		
							Due				
Voucher(s):	1					Aged Totals:	$5,825.98	$0.00	$5,825.98	$0.00	$0.00

Vendor ID: 9585 **Name:** JOHNSON ABIGAIL **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	AJ 072525	INV	7/25/2025	7/25/2025	$202.00	EMPLOYEE EXP-A JOHNSON		$202.00			
	AJ 073125	INV	7/31/2025	7/31/2025	$149.00	EMPLOYEE EXP-A JOHNSON		$149.00			
							Due				
Voucher(s):	2					Aged Totals:	$351.00	$351.00	$0.00	$0.00	$0.00

Vendor ID: 3112 **Name:** JUST-IN GLASS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	29106	INV	8/15/2025	8/15/2025	$50.00	WINDSHIELD REPAIR MEDIC		$50.00			

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								Due			
Voucher(s):	1					Aged Totals:		$50.00	$50.00	$0.00	$0.00	$0.00
Vendor ID:	304		**Name:**	KDIX RADIO			**Class ID:**		**FED TAX CLAS:**		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description		Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	08162025	INV	8/16/2025	8/16/2025	$2,154.00	ADVERTISING -LIBRARY			$2,154.00			
								Due			
Voucher(s):	1					Aged Totals:		$2,154.00	$2,154.00	$0.00	$0.00	$0.00
Vendor ID:	6509		**Name:**	KELLER RONALD D.			**Class ID:**	1099	**FED TAX CLAS:**		LLC
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description		Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	081825 ELECTION	INV	8/21/2025	8/21/2025	$283.50	DICKINSON SPECIAL ELECTIC			$283.50			
								Due			
Voucher(s):	1					Aged Totals:		$283.50	$283.50	$0.00	$0.00	$0.00
Vendor ID:	3525		**Name:**	KIRSCHENHEITER, DEB			**Class ID:**		**FED TAX CLAS:**		EMPLOYEE
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description		Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	DK 081925	INV	8/19/2025	8/19/2025	$234.50	EMPLOYEE EXP-D KIRSCHEN			$234.50			
								Due			
Voucher(s):	1					Aged Totals:		$234.50	$234.50	$0.00	$0.00	$0.00
Vendor ID:	9609		**Name:**	KRAFT JESSI			**Class ID:**		**FED TAX CLAS:**		EMPLOYEE REIMBURSE
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description		Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	JK 073125	INV	7/31/2025	7/31/2025	$366.48	EMPLOYEE EXP-JESSI KRAFT			$366.48			
								Due			
Voucher(s):	1					Aged Totals:		$366.48	$366.48	$0.00	$0.00	$0.00
Vendor ID:	4689		**Name:**	LEXIPOL LLC			**Class ID:**		**FED TAX CLAS:**		LLC-P
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description		Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INVLEX11255041	INV	7/1/2025	7/1/2025	$10,994.12	ANNUAL LAW ENFORCEMENT				$10,994.12		
								Due			
Voucher(s):	1					Aged Totals:		$10,994.12	$0.00	$10,994.12	$0.00	$0.00
Vendor ID:	9510		**Name:**	LINDE GAS & EQUIPMENT INC			**Class ID:**		**FED TAX CLAS:**		C CORP
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description		Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	51452153	INV	8/13/2025	8/13/2025	$234.96	MISC GLOVES FOR FIRE DEP			$234.96			
	51642438	INV	8/22/2025	8/22/2025	$585.47	OXYGEN, NITROUS OXIDE			$585.47			
								Due			
Voucher(s):	2					Aged Totals:		$820.43	$820.43	$0.00	$0.00	$0.00
Vendor ID:	3394		**Name:**	LOCATORS & SUPPLIES, INC.			**Class ID:**		**FED TAX CLAS:**		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description		Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and

	0322528	INV	8/6/2025	8/6/2025	$416.94	GREEN STAKE CHASERS		$416.94				
Voucher(s): 1						Aged Totals:	Due $416.94	$416.94	$0.00	$0.00	$0.00	

Vendor ID: 1218 **Name:** LOGO MAGIC INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	153929	INV	8/13/2025	8/13/2025	$400.00	CAPS-ONE TIME PRICE FOR M		$400.00			
	153992	INV	8/18/2025	8/18/2025	$136.00	CLOTHING ORDERED-D SCHM		$136.00			
	153998	INV	8/18/2025	8/18/2025	$48.00	CLOTHING ORDERED-D LOCK		$48.00			
Voucher(s): 3						Aged Totals:	Due $584.00	$584.00	$0.00	$0.00	$0.00	

Vendor ID: 4343 **Name:** M&T FIRE AND SAFETY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	14900	INV	8/13/2025	8/13/2025	$59.82	CHROME VENTED CAP W/CH/		$59.82			
Voucher(s): 1						Aged Totals:	Due $59.82	$59.82	$0.00	$0.00	$0.00	

Vendor ID: 5715 **Name:** MARTIN'S WELDING & REFRIGERATION INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	11717	INV	8/12/2025	8/12/2025	$1,772.00	SERVICE WORK-DINOSAUR M		$1,772.00			
Voucher(s): 1						Aged Totals:	Due $1,772.00	$1,772.00	$0.00	$0.00	$0.00	

Vendor ID: 5832 **Name:** MATTHEW BENDER & CO INC. **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	46310886	INV	8/5/2025	8/5/2025	$32.43	ND CRT RULES ANNO 08/25 S		$32.43			
Voucher(s): 1						Aged Totals:	Due $32.43	$32.43	$0.00	$0.00	$0.00	

Vendor ID: 6584 **Name:** MCE QUEST ENGINEERING LLC **Class ID:** **FED TAX CLAS:** LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	F50712-001	INV	8/8/2025	8/8/2025	$162.60	SWIVALS, SW LONG		$162.60			
Voucher(s): 1						Aged Totals:	Due $162.60	$162.60	$0.00	$0.00	$0.00	

Vendor ID: 6495 **Name:** MCGAHUEY DOUG **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	DM 081925	INV	8/19/2025	8/19/2025	$127.49	EMPLOYEE EXP-D MCGAHVE\		$127.49			
Voucher(s): 1						Aged Totals:	Due $127.49	$127.49	$0.00	$0.00	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 6510 **Name:** MEDUNA MARGARET **Class ID:** 1099 **FED TAX CLAS:** LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	081825 ELECTION	INV	8/21/2025	8/21/2025	$273.00	DICKINSON SPECIAL ELECTIC		$273.00			
							Due				
Voucher(s): 1						Aged Totals:	$273.00	$273.00	$0.00	$0.00	$0.00

Vendor ID: 4828 **Name:** MENARDS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	68410	INV	7/31/2025	7/31/2025	$12.97	2 RUGH STUFF MF, MOUSE TF		$12.97			
	68552	INV	8/4/2025	8/4/2025	$10.44	3 PKS GLACIERMIST SPRING '		$10.44			
	68871	INV	8/12/2025	8/12/2025	$252.72	NOZZLE, SOUP, SIMPLE GREE		$252.72			
	68911	INV	8/13/2025	8/13/2025	$51.98	20A TR ST FGCI-WH-3		$51.98			
	68920	INV	8/13/2025	8/13/2025	$198.98	ADLER PULLDOWN CHR, VINY		$198.98			
	68928	INV	8/13/2025	8/13/2025	$63.45	HEAVY DUTY CNCT, HITCH PI		$63.45			
	68973	INV	8/14/2025	8/14/2025	$53.18	4X8 BCX UL		$53.18			
	69071	INV	8/18/2025	8/18/2025	$16.98	2 9PK HEAVY DUTY SPONGES		$16.98			
	69081	INV	8/18/2025	8/18/2025	$3.19	SNAP IN FAUCET HOLE COVE		$3.19			
	69112	INV	8/19/2025	8/19/2025	$2.67	3 HYDROGEN PEROXIDE		$2.67			
	69122	INV	8/19/2025	8/19/2025	$39.96	20W USB A/C CAR CHARGER		$39.96			
	69180	INV	8/20/2025	8/20/2025	$6.96	2 GLACIERMIST SPRING WATI		$6.96			
	69195	INV	8/20/2025	8/20/2025	$139.99	1/2 HP CAST IRON SUMP PUM		$139.99			
	69378	INV	8/25/2025	8/25/2025	$37.60	MISC ITEMS FOR EXHIBITS-DE		$37.60			
							Due				
Voucher(s): 14						Aged Totals:	$891.07	$891.07	$0.00	$0.00	$0.00

Vendor ID: 6400 **Name:** MIDCONTINENT COMMUNICATIONS **Class ID:** 1099 **FED TAX CLAS:** PARTNERSHIP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	22239950114851	INV	7/20/2025	7/20/2025	$250.78	MIDCO BUSINESS INTERNET		$250.78			
	22267580114862	INV	7/27/2025	7/27/2025	$125.39	MIDCO BUSINESS INTERNET		$125.39			
							Due				
Voucher(s): 2						Aged Totals:	$376.17	$376.17	$0.00	$0.00	$0.00

Vendor ID: 370 **Name:** MIDWEST DOORS INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	99144	INV	8/14/2025	8/14/2025	$1,350.48	HINGES, RAYNOR TOP FIXTUI		$1,350.48			

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City of Dickinson

						Due			
Voucher(s): 1				Aged Totals:	$1,350.48	$1,350.48	$0.00	$0.00	$0.00

Vendor ID: 1732 **Name:** MIDWEST TAPE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	507533681	INV	8/1/2025	8/1/2025	$90.71	SL CH AV		$90.71			
	507566932	INV	8/7/2025	8/7/2025	$101.19	SL CH AV		$101.19			
	507598371	INV	8/14/2025	8/14/2025	$283.41	DIP AV		$283.41			
	507598373	INV	8/14/2025	8/14/2025	$17.99	DIP CH AV		$17.99			
	507598374	INV	8/14/2025	8/14/2025	$128.95	BC AV		$128.95			
	507598375	INV	8/14/2025	8/14/2025	$98.22	SL CH AV		$98.22			
	507598376	INV	8/14/2025	8/14/2025	$26.99	SL CH AV		$26.99			
	507625637	INV	8/22/2025	8/22/2025	$101.23	DIP AV		$101.23			
	507625638	INV	8/22/2025	8/22/2025	$154.45	BC AV		$154.45			

						Due			
Voucher(s): 9				Aged Totals:	$1,003.14	$1,003.14	$0.00	$0.00	$0.00

Vendor ID: 984 **Name:** MINNESOTA VALLEY TESTING LAB INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1318162	INV	8/7/2025	8/7/2025	$155.31	CHEMICALS		$155.31			
	1318163	INV	8/7/2025	8/7/2025	$57.00	CHEMICALS		$57.00			
	1318165	INV	8/7/2025	8/7/2025	$311.92	CHEMICALS		$311.92			
	1318168	INV	8/7/2025	8/7/2025	$155.31	CHEMICALS		$155.31			
	1319016	INV	8/13/2025	8/13/2025	$155.31	CHEMICALS		$155.31			
	1319017	INV	8/13/2025	8/13/2025	$57.00	CHEMICALS		$57.00			
	1319211	INV	8/14/2025	8/14/2025	$311.92	CHEMICALS		$311.92			
	1319212	INV	8/14/2025	8/14/2025	$155.31	CHEMICALS		$155.31			

						Due			
Voucher(s): 8				Aged Totals:	$1,359.08	$1,359.08	$0.00	$0.00	$0.00

Vendor ID: 4944 **Name:** MINOT DAILY NEWS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0190MAL0001 0825	INV	8/27/2025	8/27/2025	$299.00	52 WEEKS-MINOT DAILY NEW		$299.00			

						Due			
Voucher(s): 1				Aged Totals:	$299.00	$299.00	$0.00	$0.00	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 380 **Name:** MONTANA-DAKOTA UTILITY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	849 981 1089 8	INV	8/7/2025	8/7/2025	$13.39	1851 15TH ST W		$13.39			
	163 633 4305 0	INV	8/8/2025	8/8/2025	$225.01	500 EAST BROADWAY (GEN)		$225.01			
	365 814 2853 3	INV	8/8/2025	8/8/2025	$25.24	11470 HIGHWAY 10		$25.24			
	528 381 4575 4	INV	8/8/2025	8/8/2025	$448.42	615 W BROADWAY (GEN)		$448.42			
	582 795 8573 9	INV	8/8/2025	8/8/2025	$47.49	103 SE 3RD ST (GEN)		$47.49			
	14982210008 0825	INV	8/13/2025	8/13/2025	$786.37	615 W BROADWAY ST WHITE		$786.37			
	131 032 1000 4	INV	8/14/2025	8/14/2025	$100.34	601E 4TH AV WATER TOWER		$100.34			
	582 020 9108 6	INV	8/14/2025	8/14/2025	$79.71	104 1/2 W VILLARD ST		$79.71			
	71736003253 0825	INV	8/14/2025	8/14/2025	$25.52	3411 PUBLIC WORKS BLVD		$25.52			
	04982210009 0825	INV	8/18/2025	8/18/2025	$17,000.48	1075 SIMS ST STREET LIGHTS		$17,000.48			
	069 243 1000 3	INV	8/18/2025	8/18/2025	$125.47	229 E MUSEUM DR POST PAR		$125.47			
	45019232672 1124	INV	8/18/2025	8/18/2025	$48.33	2004 1/2 YELLOWSTONE CIR		$48.33			
	529 279 6569 0	INV	8/18/2025	8/18/2025	$74.13	2115 10TH AVE W		$74.13			
	198 874 5490 8	INV	8/21/2025	8/21/2025	$60.49	2884 FAIRWAY ST		$60.49			
	256 583 1000 5	INV	8/21/2025	8/21/2025	$79.79	2601 STATES BL STREET LITE		$79.79			
	260 043 1000 4	INV	8/21/2025	8/21/2025	$38.64	2006 FAIRWAY ST		$38.64			
	597 333 1000 3	INV	8/21/2025	8/21/2025	$99.84	2001 FAIRWAY ST REC CENTE		$99.84			
	61946591668 0825	INV	8/21/2025	8/21/2025	$128.24	801 STATE AVE		$128.24			
	640 322 1000 3	INV	8/21/2025	8/21/2025	$47.99	W VILLARD ST STOP LIGHTS S		$47.99			
	755 153 1000 3	INV	8/21/2025	8/21/2025	$111.55	2171 EMPIRE DR		$111.55			
	755 573 1000 2	INV	8/21/2025	8/21/2025	$114.41	2433 1/2 4TH ST W		$114.41			
	802 463 1000 9	INV	8/21/2025	8/21/2025	$253.96	2693 FAIRWAY ST		$253.96			
	855 153 1000 2	INV	8/21/2025	8/21/2025	$69.43	451 23RD AVE E		$69.43			

Voucher(s):		Aged Totals:	Due				
Voucher(s):	**23**	**Aged Totals:**	**$20,004.24**	**$20,004.24**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 2008 **Name:** ND ONE CALL INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	5074110	INV	7/31/2025	7/31/2025	$631.25	REG & CALL OUT TICKETS		$631.25			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 1	Aged Totals:	$631.25	$631.25	$0.00	$0.00	$0.00

Vendor ID: 405 **Name:** NEWBY'S ACE HARDWARE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	401604/1	INV	8/11/2025	8/11/2025	$24.28	MAG NUT DR SET , SM SCREV		$24.28			
	401664/1	INV	8/13/2025	8/13/2025	$53.19	LAWN WD KLR, RNDUP WD G		$53.19			
	401667/1	INV	8/13/2025	8/13/2025	$27.70	GFCI OUTLET, ELEC TAPE		$27.70			
	401809/1	INV	8/19/2025	8/19/2025	$8.99	CEMENT PVC HEAVY 4OZ		$8.99			
	401822/1	INV	8/19/2025	8/19/2025	$251.97	BLOWER FAN, SWVL HOSE, S		$251.97			
	401839/1	INV	8/20/2025	8/20/2025	$128.18	COUPLES, ADAPTR, PIPE, S P		$128.18			
	401841/1	INV	8/20/2025	8/20/2025	$18.88	COUPLES, NIPPLE GALV		$18.88			
	401854/1	INV	8/20/2025	8/20/2025	$45.94	POLYCUT BLADE, MOWING HI		$45.94			
	401872/1	INV	8/21/2025	8/21/2025	$14.34	PLUG SCH40 PVC, PLUG INSE		$14.34			
	401886/1	INV	8/21/2025	8/21/2025	$201.68	20V MX ATMC HMRDRIL, ADHE		$201.68			
	401909/1	INV	8/22/2025	8/22/2025	$10.78	WASP&HRNET KILLER 18.5OZ		$10.78			
	401948/1	INV	8/25/2025	8/25/2025	$12.58	RESTROOM SIGNS-MEN/WOM		$12.58			
	401960/1	INV	8/25/2025	8/25/2025	$9.77	FLY PAPER, FASTENERS BY U		$9.77			

			Due				
Voucher(s): 13	Aged Totals:	$808.28	$808.28	$0.00	$0.00	$0.00

Vendor ID: 9941 **Name:** NORTH CENTRAL INTERNATIONAL LLC **Class ID:** 1099 **FED TAX CLAS:** PARTNERSHIP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	X204048500:01	INV	8/14/2025	8/14/2025	$204.18	OIL FILTER, SPIN ON		$204.18			
	X204048598:01	INV	8/22/2025	8/22/2025	$35.46	2 AIR FILTERS		$35.46			

			Due				
Voucher(s): 2	Aged Totals:	$239.64	$239.64	$0.00	$0.00	$0.00

Vendor ID: 437 **Name:** NORTHWEST TIRE INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	19059617	INV	8/20/2025	8/20/2025	$40.00	TIRE REPAIR 2025 FORD EXPI		$40.00			

			Due				
Voucher(s): 1	Aged Totals:	$40.00	$40.00	$0.00	$0.00	$0.00

Vendor ID: 6093 **Name:** NUTRIEN AG SOLUTIONS, INC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	29616840	INV	8/14/2025	8/14/2025	$5,723.00	CHEMICALS		$5,723.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 1	Aged Totals:	$5,723.00	$5,723.00	$0.00	$0.00	$0.00

Vendor ID: 2541 **Name:** O5 MOTORSPORTS, LLC **Class ID:** **FED TAX CLAS:** LLC-S

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	252122	INV	8/19/2025	8/19/2025	$18.52	AIR FILTER ELEMENT		$18.52			

			Due				
Voucher(s): 1	Aged Totals:	$18.52	$18.52	$0.00	$0.00	$0.00

Vendor ID: 9970 **Name:** OK TIRE STORE INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	24-4032	INV	8/19/2025	8/19/2025	$35.00	FLAT REPAIR PD 4		$35.00			
	24-4135	INV	8/26/2025	8/26/2025	$159.75	NEW TIRES UNIT W65		$159.75			

			Due				
Voucher(s): 2	Aged Totals:	$194.75	$194.75	$0.00	$0.00	$0.00

Vendor ID: 2131 **Name:** OLYMPIC SALES INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	15693	INV	6/9/2025	6/9/2025	$444.25	ASL TALL RUBBER BUMPER (			$444.25		
	15911	INV	8/11/2025	8/11/2025	$1,236.16	AMPLIROLL PIN ON GRAB HO(		$1,236.16			
	15912	INV	8/11/2025	8/11/2025	$167.19	NEW WAY FRONT LOAD DOO		$167.19			

			Due				
Voucher(s): 3	Aged Totals:	$1,847.60	$1,403.35	$444.25	$0.00	$0.00

Vendor ID: 6258 **Name:** POWELL LAW PC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4981	INV	6/25/2025	6/25/2025	$312.50	LEGAL SERVICES-MICHAEL D			$312.50		
	4982	INV	6/25/2025	6/25/2025	$62.50	LEGAL SERVICES-K CUNNING			$62.50		
	4984	INV	6/25/2025	6/25/2025	$525.00	LEGAL SERVICES-T BUCHAN/			$525.00		
	4986	INV	6/25/2025	6/25/2025	$325.00	LEGAL SERVICES-A SCHONEI			$325.00		
	4987	INV	6/25/2025	6/25/2025	$262.50	LEGAL SERVICES-K CUNNING			$262.50		
	4988	INV	6/25/2025	6/25/2025	$675.00	LEGAL SERVICES-W SULLIVA			$675.00		
	4989	INV	6/25/2025	6/25/2025	$525.00	LEGAL SERVICES-SADIRA OR			$525.00		
	4990	INV	6/25/2025	6/25/2025	$375.00	LEGAL SERVICES-J CALDEIR/			$375.00		
	4991	INV	6/25/2025	6/25/2025	$525.00	LEGAL SERVICES-X BAGSBY			$525.00		
	4992	INV	6/25/2025	6/25/2025	$225.00	LEGAL SERVICES-J RODRIGU			$225.00		

Section 2. Item B.

	5012	INV	7/14/2025	7/14/2025	$1,275.00	LEGAL SERVICES-S HELGESC		$1,275.00			

			Due				
Voucher(s):	11	Aged Totals:	$5,087.50	$1,275.00	$3,812.50	$0.00	$0.00

Vendor ID: 3491 **Name:** PRAIRIE AUTO PARTS INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	076207	CRM	8/18/2025		($57.06)	RETURN FUEL FILTER		($57.06)			
	075497	INV	8/13/2025	8/13/2025	$5.49	1 4 DR STANDARD TORX		$5.49			
	075546	INV	8/13/2025	8/13/2025	$24.00	2 BEAM WIPER BLADES		$24.00			
	075693	INV	8/14/2025	8/14/2025	$11.74	ADAPTER (2)		$11.74			
	075695	INV	8/14/2025	8/14/2025	$9.99	METRIC TAP 12MM		$9.99			
	075752	INV	8/14/2025	8/14/2025	$11.42	FHP LOW HORSE POWER V B		$11.42			
	075795	INV	8/14/2025	8/14/2025	$57.06	FUEL FILTER -UNIT R-53		$57.06			
	075803	INV	8/14/2025	8/14/2025	$130.99	NEW PIG ABSORBT PAD		$130.99			
	076195	INV	8/18/2025	8/18/2025	$266.47	AIR FILTER		$266.47			
	076321	INV	8/19/2025	8/19/2025	$21.55	AIR FILTER		$21.55			
	076363	INV	8/19/2025	8/19/2025	$94.00	8 LAMP LIGHTS		$94.00			
	076438	INV	8/19/2025	8/19/2025	$454.80	PRO BRAKE CLEANER		$454.80			
	076480	INV	8/19/2025	8/19/2025	$5.99	PLUG TAP		$5.99			
	076650	INV	8/20/2025	8/20/2025	$654.98	RADIATOR, NEW WATER PUM		$654.98			
	076725	INV	8/21/2025	8/21/2025	$146.99	NEW WATER PUMP		$146.99			
	076926	INV	8/22/2025	8/22/2025	$413.54	2 AIR FILTERS		$413.54			
	077010	INV	8/22/2025	8/22/2025	$23.99	PERMATEX REAR WINDOW D		$23.99			
	077139	INV	8/25/2025	8/25/2025	$55.98	WRENCH ADJUSTABLE, ADJ \		$55.98			
	077303	INV	8/26/2025	8/26/2025	$89.94	FAST FIT GLV BLK XL GLOVES		$89.94			

			Due				
Voucher(s):	19	Aged Totals:	$2,421.86	$2,421.86	$0.00	$0.00	$0.00

Vendor ID: 6012 **Name:** QUADIENT - POSTAGE FUNDING **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	8121 2775 07/25	INV	7/28/2025	7/28/2025	$1,000.00	POSTAGE		$1,000.00			

			Due				
Voucher(s):	1	Aged Totals:	$1,000.00	$1,000.00	$0.00	$0.00	

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Vendor ID: 469 **Name:** QUALITY QUICK PRINT INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	PC-26570	INV	7/30/2025	7/30/2025	$429.00	WATER OUTAGE DOOR HANG		$429.00			
	PC-26860	INV	8/14/2025	8/14/2025	$384.00	25 CITY LOGO DECALS 10X4		$384.00			
	PC-26899	INV	8/14/2025	8/14/2025	$60.00	3 ACCOUNTABILITY TAGS		$60.00			
	916654	INV	8/19/2025	8/19/2025	$189.00	6 STAMPS FOR WTER UTILITII		$189.00			
							Due				
Voucher(s): 4						Aged Totals:	$1,062.00	$1,062.00	$0.00	$0.00	$0.00

Vendor ID: 5444 **Name:** QUALITY XTERMINATORS **Class ID:** 1099 **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	17194	INV	8/11/2025	8/11/2025	$80.00	MOUSE BAITING		$80.00			
							Due				
Voucher(s): 1						Aged Totals:	$80.00	$80.00	$0.00	$0.00	$0.00

Vendor ID: 2433 **Name:** RADISSON HOTEL BISMARCK **Class ID:** **FED TAX CLAS:** LLC-P

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	5613	INV	8/25/2025	8/25/2025	$113.50	GUEST SERVICES-TRAVIS TH		$113.50			
	5614	INV	8/25/2025	8/25/2025	$113.50	GUEST SERVICES-TRAVIS TH		$113.50			
							Due				
Voucher(s): 2						Aged Totals:	$227.00	$227.00	$0.00	$0.00	$0.00

Vendor ID: 5915 **Name:** RED ROCK FORD OF DICKINSON **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	5095281	INV	8/12/2025	8/12/2025	$96.62	MOULDING -DOOR		$96.62			
	5095520	INV	8/18/2025	8/18/2025	$574.99	LAMP ASY		$574.99			
	5095817	INV	8/25/2025	8/25/2025	$102.39	RTDKEYS		$102.39			
							Due				
Voucher(s): 3						Aged Totals:	$774.00	$774.00	$0.00	$0.00	$0.00

Vendor ID: 6434 **Name:** REINER DILLON **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	DR 082625	INV	8/26/2025	8/26/2025	$61.00	EMPLOYEE EXP-DILLON REIN		$61.00			
							Due				
Voucher(s): 1						Aged Totals:	$61.00	$61.00	$0.00	$0.00	$0.00

Vendor ID: 9584 **Name:** RICHARD KAYLA **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	KR 073125	INV	7/31/2025	7/31/2025	$149.00	EMPLOYEE EXP-K RICHARD		$149.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

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		Due				
Voucher(s): 1	Aged Totals:	$149.00	$149.00	$0.00	$0.00	$0.00

Vendor ID: 9783 **Name:** RITZ HOSPITALITY MAGAZINE **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	16774	INV	8/12/2025	8/12/2025	$566.00	ADVERTISING-MUSEUM		$566.00			

		Due				
Voucher(s): 1	Aged Totals:	$566.00	$566.00	$0.00	$0.00	$0.00

Vendor ID: 5450 **Name:** ROCKY PLETAN HANDYMAN SERVICES **Class ID:** 1099 **FED TAX CLAS:** SOLE PROP/SINGLE LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	08212025	INV	8/21/2025	8/21/2025	$500.00	MOWING OF GRASS & WEEDS		$500.00			

		Due				
Voucher(s): 1	Aged Totals:	$500.00	$500.00	$0.00	$0.00	$0.00

Vendor ID: 497 **Name:** RUDY'S LOCK & KEY LLC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1564	INV	8/6/2025	8/6/2025	$80.00	FIELD LABOR		$80.00			

		Due				
Voucher(s): 1	Aged Totals:	$80.00	$80.00	$0.00	$0.00	$0.00

Vendor ID: 42 **Name:** RUNNINGS SUPPLY INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	8330148	INV	7/28/2025	7/28/2025	$439.48	BATTERY, CHISEL, HAMMER D		$439.48			
	8330228	INV	7/28/2025	7/28/2025	$79.98	POWER INVERTER 140 WATT		$79.98			
	8331006	INV	7/29/2025	7/29/2025	$41.54	BRAKE PARTS CLEANER, GLA		$41.54			
	8332522	INV	7/31/2025	7/31/2025	$48.45	BROOM CORN WHISK, WIPES		$48.45			
	8337633	INV	8/6/2025	8/6/2025	$35.67	CHUCK AIR, PLUG, BLO GUN H		$35.67			
	8338031	INV	8/7/2025	8/7/2025	$20.98	KNIFE SET POCKET & FOLDIN		$20.98			
	8341509	INV	8/11/2025	8/11/2025	$8.76	SELF DRILL SCREW. WASHEF		$8.76			
	8341529	INV	8/11/2025	8/11/2025	$61.44	RECIP SAW BLDS 12"		$61.44			
	8342761	INV	8/12/2025	8/12/2025	$10.98	2 SPRAYER 32 OZ PRO ZEP		$10.98			
	8343143	INV	8/13/2025	8/13/2025	$33.78	WIRE ELEC, GROUN CLAMP, T		$33.78			
	8343855	INV	8/14/2025	8/14/2025	$9.22	VINYL TUBING, HILLMAN PROI		$9.22			
	8343919	INV	8/14/2025	8/14/2025	$96.42	NIPPLE GALV, COUPLINGS GA		$96.42			
	8343967	INV	8/14/2025	8/14/2025	$234.80	GL GROOVE BELT		$234.80			
	8343981	INV	8/14/2025	8/14/2025	$31.74	ENGINE OIL 6.4 OZ STIHL HP		$31.74			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

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	8344478	INV	8/15/2025	8/15/2025	$49.99	BATTERY WARMER BLANKET		$49.99				
	8347605	INV	8/19/2025	8/19/2025	$180.53	GOJO, TAPE, PURPLE CLEANI		$180.53				
Voucher(s):	**16**					**Aged Totals:**	**Due** **$1,383.76**	**$1,383.76**	**$0.00**	**$0.00**	**$0.00**	

Vendor ID: 5910 **Name:** SANFORD HEALTH **Class ID:** 1099 **FED TAX CLAS:** 501 (C) (3)

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CI-00031533	INV	7/31/2025	7/31/2025	$338.10	DIRECTORSHIP/R ZIMMERMAI		$338.10			
Voucher(s):	**1**					**Aged Totals:**	**Due** **$338.10**	**$338.10**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 505 **Name:** SANITATION PRODUCTS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	93919	INV	8/13/2025	8/13/2025	$3,409.81	RAD/OIL COOLER		$3,409.81			
	93949	INV	8/14/2025	8/14/2025	$425.41	AIR FILTERS (2), AIR FILTER S		$425.41			
Voucher(s):	**2**					**Aged Totals:**	**Due** **$3,835.22**	**$3,835.22**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 9519 **Name:** SIMNIONIW TRACY **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	TS 081825	INV	8/18/2025	8/18/2025	$54.00	EMPLOYEE EXP-T SIMNIONIW		$54.00			
Voucher(s):	**1**					**Aged Totals:**	**Due** **$54.00**	**$54.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 5126 **Name:** SM FENCING & ENERGY SERV INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	190652	INV	8/7/2025	8/7/2025	$1,327.67	PARTS FOR GATE OPENER		$1,327.67			
Voucher(s):	**1**					**Aged Totals:**	**Due** **$1,327.67**	**$1,327.67**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 9667 **Name:** SOFTCHOICE CORPORATION **Class ID:** **FED TAX CLAS:** C CORP/ EXEMPT 5

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	91678566	INV	8/19/2025	8/19/2025	$2,038.60	IT LICENSE EXPANSION 20		$2,038.60			
Voucher(s):	**1**					**Aged Totals:**	**Due** **$2,038.60**	**$2,038.60**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 2580 **Name:** SOUTHWEST GRAIN(BULK) **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SX5 IE8030	INV	8/7/2025	8/7/2025	$1,398.08	455.4 GAL RUBY FIELDMASTE		$1,398.08			
	SX5 IE8071	INV	8/12/2025	8/12/2025	$2,178.78	7097 GAL RUBY FIELDMASTEI		$2,178.78			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

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	SX9 IJ6292	INV	8/14/2025	8/14/2025	$702.90	55 GAL AUTO GOLD SYN BLD		$702.90				
								Due				
Voucher(s): 3							Aged Totals:	$4,279.76	$4,279.76	$0.00	$0.00	$0.00

Vendor ID: 1041 **Name:** SOUTHWEST WATER AUTHORITY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV14061	INV	7/30/2025	7/30/2025	$384.70	FWPS		$384.70			
								Due			
Voucher(s): 1							Aged Totals:	$384.70	$384.70	$0.00	$0.00	$0.00

Vendor ID: 5631 **Name:** SPEE DEE DELIVERY SERVICE, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1301148	INV	8/9/2025	8/9/2025	$50.00	STANDARD SHIPMENT		$50.00			
	1303177	INV	8/16/2025	8/16/2025	$58.21	STANDARD SHIPMENT		$58.21			
								Due			
Voucher(s): 2							Aged Totals:	$108.21	$108.21	$0.00	$0.00	$0.00

Vendor ID: 9872 **Name:** SPOTTERS AERIAL, LLC **Class ID:** **FED TAX CLAS:** LLC-C

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	230211	INV	6/10/2025	6/10/2025	$9,145.71	APPLICATIONS, DURACOR, M			$9,145.71		
	230241	INV	6/10/2025	6/10/2025	$4,030.52	APPLICATION, TORDON, MAD			$4,030.52		
								Due			
Voucher(s): 2							Aged Totals:	$13,176.23	$0.00	$13,176.23	$0.00	$0.00

Vendor ID: 2562 **Name:** STARION BOND SERVICES **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	DICKINSONREF2021-	INV	8/1/2025	8/1/2025	$2,071,005.00	PRIN, INTEREST & FEES, EXP		$2,071,005.00			
								Due			
Voucher(s): 1							Aged Totals:	$2,071,005.00	$2,071,005.00	$0.00	$0.00	$0.00

Vendor ID: 543 **Name:** STEFFAN'S SAW & BIKE **Class ID:** 1099 **FED TAX CLAS:** SOLE PROP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	14353	INV	8/19/2025	8/19/2025	$49.99	MUFFLER		$49.99			
								Due			
Voucher(s): 1							Aged Totals:	$49.99	$49.99	$0.00	$0.00	$0.00

Vendor ID: 9984 **Name:** STEVE LINDA M **Class ID:** 1099 **FED TAX CLAS:** INDIVIDUAL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	081825 ELECTION	INV	8/21/2025	8/21/2025	$918.75	DICKINSON SPECIAL ELECTIC		$918.75			
								Due			
Voucher(s): 1							Aged Totals:	$918.75	$918.75	$0.00	$0.00	

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Vendor ID: 537 **Name:** SW DISTRICT HEALTH UNIT/ MEDICAL **Class ID:** 1099 **FED TAX CLAS:** MEDICAL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1746	INV	8/7/2025	8/7/2025	$190.00	IMMUNIZATION ADMIN, HEP A		$190.00			
	PASS THRU 08/25	INV	8/13/2025	8/13/2025	$821.71	ALLERGEN OPIOID SETTLE FU		$821.71			
	CVS OPIOID SETT 08	INV	8/25/2025	8/25/2025	$1,455.13	CVS OPIOID SETTLEMENT		$1,455.13			
	TEVA OPIOID SETT08	INV	8/25/2025	8/25/2025	$742.69	TEVA OPIOID SETTLEMENT		$742.69			
	WILMINGTON TR 082	INV	8/25/2025	8/25/2025	$3,073.52	WILMINGTON TR OPIOID SETT		$3,073.52			
							Due				
Voucher(s): 5						**Aged Totals:**	$6,283.05	$6,283.05	$0.00	$0.00	$0.00

Vendor ID: 538 **Name:** SW DISTRICT HEALTH UNIT/ WATER SAMPLES **Class ID:** 1099 **FED TAX CLAS:** MEDICAL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	008302	INV	7/29/2025	7/29/2025	$375.00	WATER ANALYSIS LS#1020-10		$375.00			
							Due				
Voucher(s): 1						**Aged Totals:**	$375.00	$375.00	$0.00	$0.00	$0.00

Vendor ID: 551 **Name:** SWANSTON EQUIPMENT **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	P15730	INV	8/18/2025	8/18/2025	$804.32	MUFFLER KNIFE, BOLT, FLAIL		$804.32			
							Due				
Voucher(s): 1						**Aged Totals:**	$804.32	$804.32	$0.00	$0.00	$0.00

Vendor ID: 9871 **Name:** THE GREEN TEAM **Class ID:** **FED TAX CLAS:** LLC-S

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	488	INV	8/17/2025	8/17/2025	$1,000.00	MOWING MISC ADDRESS' -DK		$1,000.00			
							Due				
Voucher(s): 1						**Aged Totals:**	$1,000.00	$1,000.00	$0.00	$0.00	$0.00

Vendor ID: 9862 **Name:** THE PETTING ZOO, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	I332690/S	INV	8/8/2025	8/8/2025	$120.00	GIFT SHOP STOCK		$120.00			
							Due				
Voucher(s): 1						**Aged Totals:**	$120.00	$120.00	$0.00	$0.00	$0.00

Vendor ID: 4870 **Name:** THIELEN, TRAVIS **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	TT 082725	INV	8/27/2025	8/27/2025	$61.00	EMPLOYEE EXP-TRAVIS THIE		$61.00			
							Due				
Voucher(s): 1						**Aged Totals:**	$61.00	$61.00	$0.00	$0.00	

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Vendor ID: 3940 **Name:** TITAN MACHINERY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SO0212463-3	INV	8/4/2025	8/4/2025	$270.00	FREIGHT & HANDLING		$270.00			
	PS0875910-1	INV	8/15/2025	8/15/2025	$99.90	3 CASES FILTER ENGINE OIL		$99.90			
							Due				
Voucher(s): 2						Aged Totals:	$369.90	$369.90	$0.00	$0.00	$0.00

Vendor ID: 4796 **Name:** TRI-ENERGY COOPERATIVE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	5947	INV	5/7/2025	5/7/2025	$8.61	2.5 GAL PROPANE				$8.61	
	8977	INV	7/9/2025	7/9/2025	$12.24	3.5 GAL PROPANE		$12.24			
	1134	INV	8/21/2025	8/21/2025	$6.26	1.5 GAL PROPANE		$6.26			
							Due				
Voucher(s): 3						Aged Totals:	$27.11	$18.50	$0.00	$8.61	$0.00

Vendor ID: 3532 **Name:** USABLUEBOOK **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV00797494	INV	8/13/2025	8/13/2025	$2,711.90	SUBMERS CAGED LEVEL TRA		$2,711.90			
							Due				
Voucher(s): 1						Aged Totals:	$2,711.90	$2,711.90	$0.00	$0.00	$0.00

Vendor ID: 586 **Name:** VAL'S SANITATION **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2025-387	INV	8/20/2025	8/20/2025	$1,960.00	PORTAJON RENTAL FOR LEG		$1,960.00			
							Due				
Voucher(s): 1						Aged Totals:	$1,960.00	$1,960.00	$0.00	$0.00	$0.00

Vendor ID: 4418 **Name:** VESTIS **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2550513321	INV	8/6/2025	8/6/2025	$26.91	MATS		$26.91			
	2550516026	INV	8/13/2025	8/13/2025	$27.40	MATS		$27.40			
	2550516052	INV	8/13/2025	8/13/2025	$50.63	MATS		$50.63			
	2550516067	INV	8/13/2025	8/13/2025	$34.56	MATS		$34.56			
	2550516081	INV	8/13/2025	8/13/2025	$26.91	MATS		$26.91			
	2550516084	INV	8/13/2025	8/13/2025	$72.56	MATS		$72.56			
	2550516085	INV	8/13/2025	8/13/2025	$79.66	UNIFORM CLEANING		$79.66			
	2550516086	INV	8/13/2025	8/13/2025	$107.59	MATS		$107.59			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	2550516087	INV	8/13/2025	8/13/2025	$39.93	MATS		$39.93			
	2550516903	INV	8/14/2025	8/14/2025	$64.61	MATS		$64.61			
	2550516993	INV	8/14/2025	8/14/2025	$17.30	MATS		$17.30			
	2550519009	INV	8/20/2025	8/20/2025	$79.66	UNIFORM CLEANING		$79.66			
							Due				
Voucher(s):	12					Aged Totals:	$627.72	$627.72	$0.00	$0.00	$0.00

Vendor ID: 5571 **Name:** VILLAS AT SUNDANCE COVES **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	08182025	INV	8/18/2025	8/18/2025	$11,130.62	SPECIAL ASSESSMENT		$11,130.62			
							Due				
Voucher(s):	1					Aged Totals:	$11,130.62	$11,130.62	$0.00	$0.00	$0.00

Vendor ID: 607 **Name:** WEST DAKOTA OIL INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	44882	INV	8/7/2025	8/7/2025	$402.50	35 BLUE DEF 2.5 G JUGS		$402.50			
	353231	INV	8/8/2025	8/8/2025	$27.54	PROPANE		$27.54			
	353282	INV	8/12/2025	8/12/2025	$1,470.00	500 GAL #2 DYED DIESEL		$1,470.00			
	44983	INV	8/13/2025	8/13/2025	$50.05	REPAIR DEF TANK & PROPAN		$50.05			
	45022	INV	8/14/2025	8/14/2025	$66.35	PROPANE BOTTLE PER GALL		$66.35			
	45115	INV	8/19/2025	8/19/2025	$35.70	PROPANE BOTTLE		$35.70			
	353434	INV	8/20/2025	8/20/2025	$24.48	30# PROPANE		$24.48			
							Due				
Voucher(s):	7					Aged Totals:	$2,076.62	$2,076.62	$0.00	$0.00	$0.00

Vendor ID: 1415 **Name:** WEST DAKOTA VETERINARY CLINIC INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	296762	INV	8/21/2025	8/21/2025	$97.80	16 MG TABLETS FOR ANIMAL		$97.80			
	OPEN:0	INV	8/25/2025	8/25/2025	$304.52	MEDICAL PROGRESS EXAM, T		$304.52			
							Due				
Voucher(s):	2					Aged Totals:	$402.32	$402.32	$0.00	$0.00	$0.00

Vendor ID: 1736 **Name:** WEST PLAINS INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	ID05880	INV	8/7/2025	8/7/2025	$2,233.21	FUEL TANK		$2,233.21			
	ID06260	INV	8/14/2025	8/14/2025	$330.40	FILTER ELEMENT, KIT SERVIC		$330.40			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due			
Voucher(s):	2				Aged Totals:		$2,563.61	$2,563.61	$0.00	$0.00	$0.00

Vendor ID: 2632 **Name:** WEST RIVER LODGE #5 **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	AUG 2025	INV	8/25/2025	8/25/2025	$1,330.00	AUG 2025 P/R WITHHOLDING		$1,330.00			
							Due				
Voucher(s):	1				Aged Totals:		$1,330.00	$1,330.00	$0.00	$0.00	$0.00

Vendor ID: 6511 **Name:** WESTFALL SUSAN **Class ID:** 1099 **FED TAX CLAS:** LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	081825 ELECTION	INV	8/21/2025	8/21/2025	$315.00	DICKINSON SPECIAL ELECTIC		$315.00			
							Due				
Voucher(s):	1				Aged Totals:		$315.00	$315.00	$0.00	$0.00	$0.00

Vendor ID: 4299 **Name:** WESTLIE TRUCK CENTER OF DICKINSON **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	431674	INV	6/24/2025	6/24/2025	$1,430.15	WORK DONE ON 2018 COMM/			$1,430.15		
	431757	INV	7/22/2025	7/22/2025	$4,182.92	WORK DONE ON 2018 COMM/		$4,182.92			
	632477	INV	8/20/2025	8/20/2025	$187.49	ELEMENT -AI		$187.49			
	632520	INV	8/22/2025	8/22/2025	$25.73	KNOB KIT		$25.73			
							Due				
Voucher(s):	4				Aged Totals:		$5,826.29	$4,396.14	$1,430.15	$0.00	$0.00

Vendor ID: 1595 **Name:** WHITE CAP, LP **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	50032735414	INV	8/6/2025	8/6/2025	$3,481.68	LFT & RGT TURN ARW		$3,481.68			
							Due				
Voucher(s):	1				Aged Totals:		$3,481.68	$3,481.68	$0.00	$0.00	$0.00

Vendor ID: 3138 **Name:** WITMER PUBLIC SAFETY GROUP INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV730506	INV	8/11/2025	8/11/2025	$75.69	LEATHER FRONTS TYPE 3 DE		$75.69			
							Due				
Voucher(s):	1				Aged Totals:		$75.69	$75.69	$0.00	$0.00	$0.00

	Vendors	Due	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
Vendor Totals:	146	$2,546,144.18	$2,505,325.38	$40,704.32	$114.48	$0.00

Commerce Bank®
Member FDIC
Challenge Accepted.®

Visa Purchasing

Billing Period: 08/12/2025 - 08/25/2025
Account Number: XXXX-XXXX-XXXX

Account Summary

Previous Balance	$62,092.70
Purchases & Other Charges	$23,919.23
Cash Advances	$0.00
Cash Advance Fees	$0.00
Late Charges	$0.00
Finance Charges	$0.00
Credits	$1,376.43
Payments	$62,092.70
New Balance	$22,542.80
Credit Limit	$120,000.00
Cash Limit	$120,000.00
Available Credit	$97,457.20
Disputed Amount	$0.00
Statement Closing Date	August 25, 2025
Days in Billing Cycle	14

Payment Information

New Balance	$22,542.80
Minimum Payment Due	**$22,542.80**
Payment Due Date	**September 01, 2025**

Contact Us

For Customer Service Call:	1-800-892-7104
Outside The U.S. Call:	1-402-691-7800
Send Billing Inquiries To:	COMMERCE BANK PO BOX 414084 KANSAS CITY MO 64141

Important Messages

AS A REMINDER, YOUR NEXT AUTOPAY WILL BE PROCESSED ON YOUR PAYMENT DUE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE GIVE US A CALL AT 1-800-892-7104.

Corporate Account Activity

Tran Date	Post Date	Reference Number	Transaction Description	Amount
08/18	08/18		AUTO PAYMENT - THANK YOU!	$62,092.70 CR

PLEASE DETACH COUPON AND RETURN WITH YOUR PAYMENT.

COMMERCE BANK - COMMERCIAL CARDS
PO BOX 414084
KANSAS CITY MO 64141-4084

Account ID:
Account Number: **XXXX-XXXX-XXXX-**
Payment Due Date: September 01, 2025
New Balance: $22,542.80
Minimum Payment Due: $22,542.80

AMOUNT ENCLOSED

Use enclosed envelope and make check payable to:
COMMERCE BANK

COMMERCE BANK - COMMERCIAL CARDS
PO BOX 846451
KANSAS CITY MO 64184-6451

CITY OF DICKINSON
LINDA CARLSON
38 1ST ST W
DICKINSON ND 58601-5106

Commerce Bank

Cardholder Account Activity

Tran Date	Post Date	Reference Number	Transaction Description	Amount
FIRE DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$1,194.58 / $0.00 / $1,194.58	
08/13	08/13	2479338522500007606 2053	ND EMS Association Bismarck ND	$80.00
08/14	08/15	2426975522690001735 5433	POSITIVE PROMOTIONS 800-6352666 NY	$686.70
08/15	08/18	2420298522903008443 0222	IAAI 410-451-3473 MD	$250.00
08/21	08/25	2420298523403003870 6985	IAAI 410-451-3473 MD	$128.00
08/23	08/25	2494300523627262571 8358	CENEX- TORNADO STOP OAKES ND	$49.88
SHELLY NAMENIUK				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$548.00 / $0.00 / $548.00	
08/20	08/21	2449216523210004552 3838	BOOSTPOINT BOOSTPOINT.COPA	$548.00
FIRE DEPARTMENT 2				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$1,236.97 / $0.00 / $1,236.97	
08/11	08/12	2449216522410000653 6860	SP IBP.PARTS IBP.PARTS FL	$73.36
08/11	08/12	7408342522310001784 7537	SP RESQSTORE WOODSTOCK ON	$618.93
08/12	08/12	7408342522310001784 7537	INTERNATIONAL SERVICE FEE	$6.19
08/13	08/14	2474455522500086748 1494	Phoenix USA Inc 9315266128 TN	$189.13
08/14	08/18	2478930522724900191 9273	BOOT BARN #130 701-2556587 ND	$276.00
08/19	08/20	2449216523110004299 7093	SP IBP.PARTS IBP.PARTS FL	$73.36
JADE PRAUS				
XXXX-XXXX-XXXX			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$224.06 / $0.00 / $224.06	
08/12	08/13	2469216522410701534 5298	APPLE.COM/BILL 866-712-7753 CA	$10.99
08/23	08/25	2469216523510673511 7539	AMAZON MKTPL*T277Z0HD3 Amzn.com/billWA	$63.17
08/23	08/25	2401134523510012136 3452	CANVA* I04617-36403189 CANVA.COM DE	$149.90
GRANT CARLSON				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$418.72 / $0.00 / $418.72	
08/14	08/15	2401134522710000047 3489	AMAZON RETA* FW3AD0HZ3 WWW.AMAZON.COWA	$28.99
08/15	08/18	2401134522710006932 6131	AMAZON RETA* A24H03DR3 WWW.AMAZON.COWA	$205.38
08/19	08/20	2401134523110011953 1882	AMAZON RETA* KT7HD4MK3 WWW.AMAZON.COWA	$155.36
08/23	08/25	2401134523510009193 7657	AMAZON RETA* R689A6ND3 WWW.AMAZON.COWA	$28.99
JOSEPH CIANNI				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$274.98 / $0.00 / $274.98	
08/12	08/13	2402762522406771792 0658	PAYPAL *C3TACTICAL 402-935-7733 CA	$240.00
08/13	08/14	2469216522510794743 4581	Amazon.com*LT6283TB3 Amzn.com/billWA	$34.98
LINDA CARLSON				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$142.74 / $0.00 / $142.74	
08/14	08/15	2444500522700098971 5346	FAMILY FARE 3122 DICKINSON ND	$19.98
08/18	08/19	2420429523000275689 6211	Subway 63579 Dickinson ND	$122.76
MICHAEL HANEL				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$769.88 / $0.00 / $769.88	
08/13	08/14	2401134522510009714 9028	AMAZON MARK* PD4TE8CF3 AMAZON.COM/MAWA	$41.35
08/20	08/20	2400077523210000893 9733	PROBOARDS, INC. PROBOARDS.COMCA	$9.00
08/21	08/22	2401134523310010201 8267	AMAZON MARK* GP84773J3 AMAZON.COM/MAWA	$173.78
08/21	08/22	2469216523310517391 2353	AMAZON MKTPL*C57W71EC3 Amzn.com/billWA	$345.85
08/23	08/25	2401134523510007149 0016	AMAZON MARK* HJ1V83C43 AMAZON.COM/MAWA	$199.90
PURCHASING DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$1,646.85 / $0.00 / $1,646.85	
08/11	08/12	2444500522320017053 1569	WALMART.COM 8009256278 800-966-6546 AR	$36.40

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
08/11	08/12	24445005223200170531643	WALMART.COM 8009256278 800-966-6546 AR	$39.50
08/14	08/15	24692165226108975314579	Amazon.com*4P8QC7YN3 Amzn.com/billWA	$1,257.99
08/19	08/20	24692165231103385672099	AMAZON MKTPL*IM3K76Y63 Amzn.com/billWA	$18.04
08/23	08/25	24692165235107343030403	AMAZON MKTPL*HI86A9X63 Amzn.com/billWA	$179.85
08/23	08/25	24692165235107105717528	Amazon.com*6B2869OE3 Amzn.com/billWA	$82.98
08/23	08/25	24692165235107346972312	AMAZON MKTPL*NJ2SL9TR3 Amzn.com/billWA	$13.29
08/23	08/25	24692165235107344831908	AMAZON MKTPL*QN1NZ8BT3 Amzn.com/billWA	$18.80
MATT HANSON				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $2,500.00			$89.99	$0.00	$89.99
08/11	08/12	24137465224001518422265	USPS PO 3724000905 DICKINSON ND	$11.00
08/21	08/22	24692165233105446757833	AMAZON MKTPL*ZQ6YP8UN3 Amzn.com/billWA	$78.99
TRAVIS LEINTZ				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $2,500.00			$858.40	$0.00	$858.40
08/18	08/19	24431065231269186197905	TRI-TECH FORENSICS INC 800-438-7884 NC	$858.40
CINDY THRONBURG				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $3,000.00			$22.01	$0.00	$22.01
08/14	08/15	24000975226247801251628	THE GRUB TUB DICKINSON ND	$22.01
POLICE DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $30,000.00			$360.23	$0.00	$360.23
08/14	08/15	24692165226109086005668	IN *ND POST 701-3285500 ND	$25.75
08/20	08/21	24692165232104571950298	IN *GUARDIAN ALLIANCE TEC415-6552240 CA	$180.00
08/22	08/25	24692165234106416664818	IN *ND POST 701-3285500 ND	$154.48
RACHEL SHUMAKER				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $7,500.00			$282.76	$0.00	$282.76
08/14	08/15	24692165226108923219961	AMAZON MKTPL*A39RN8NE3 Amzn.com/billWA	$53.00
08/15	08/18	24943005228267590101614	PIZZA HUT 033427 DICKINSON ND	$114.50
08/15	08/18	24692165227109472256882	AMAZON MKTPL*2X5VF4HN3 Amzn.com/billWA	$59.94
08/18	08/19	24692165230102256910795	AMAZON MKTPL*0G21X8LW3 Amzn.com/billWA	$55.32
DENVER FOWLER				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $3,000.00			$977.86	$0.00	$977.86
08/15	08/18	24231685228445197178751	ALBERTSONS 3433 GLASGOW MT	$326.56
08/15	08/18	24943005229268012245145	CENEX-AGLAND CO-OP GLASGOW MT	$48.05
08/15	08/18	24000975229255804518478	COTTONWOOD INN & SUITE GLASGOW MT CHECK IN DATE: 08-14-25 CONFIRMATION #: 0000052893	$15.00
08/16	08/18	24137465228300793287849	TIRE RAMA 302 GA GLASGOW MT	$307.00
08/22	08/25	24941665235195280904118	HOLIDAY STATIONS 0281 GLASGOW MT	$46.53
08/22	08/25	24231685235453289688803	ALBERTSONS 3433 GLASGOW MT	$209.72
08/22	08/25	24000975236296711395387	COTTONWOOD INN & SUITE GLASGOW MT CHECK IN DATE: 08-21-25 CONFIRMATION #: 0000054657	$25.00
CHRISTOPHER KIMMERLE				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $5,000.00			$1,860.78	$0.00	$1,860.78
08/19	08/20	24445005232400221608387	WM SUPERCENTER #1567 DICKINSON ND	$29.12
08/19	08/21	24137465232100291058625	MENARDS DICKINSON ND DICKINSON ND	$9.98
08/20	08/21	24692165232104571932924	IN *FLATLINE FIBER CO. LL678-2700015 GA	$1,530.00
08/20	08/20	24692165232103762974307	IN *GATORZ EYEWEAR 760-6162003 CA	$212.00
08/21	08/22	24431065233270921060034	RESCUE ESSENTIALS 800-438-7884 NC	$79.68

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
RACHEL WALDO				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $3,000.00			$114.14	$0.00	$114.14
08/12	08/13	24492165225100007517538	FIRSTAIDSUPPLIESONLINE FIRSTAIDSUPPLUT	$31.64
08/13	08/14	24692165225107913934945	AMAZON MKTPL*JS9MV44P3 Amzn.com/billWA	$44.65
08/14	08/15	24692165226109010542711	AMAZON MKTPL*PZ7DY6UV3 Amzn.com/billWA	$37.85
AARON MEYER				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $40,000.00			$5,682.35	$1,229.99	$4,452.36
08/12	08/13	24692165224107058765337	Amazon.com*GE8D55LG3 Amzn.com/billWA	$628.90
08/13	08/14	24164075225105441347671	Staples Inc staples.com MA	$825.60
08/14	08/15	24027625226067795848951	PP*FSPRG.COM 402-935-7733 CA	$13.86
08/16	08/18	24164075229105441225071	Staples Inc staples.com MA	$164.98
08/18	08/19	24755425231132315002194	NETSUPPORT INC 770-2054456 GA	$2,353.55
08/19	08/20	24492165231100044313315	HTTPS://SCRIBE.HOW/B SCRIBEHOW.COMCA	$75.00
08/19	08/20	24692165231103657208549	AMAZON MKTPL*WV6S46EC3 Amzn.com/billWA	$805.76
08/21	08/22	24011345233100089684420	WWW.UI.COM WWW.UI.COM NY	$814.70
08/21	08/22	74692165233105228623901	AMAZON MKTPLACE PMTS Amzn.com/billWA	$1,229.99 CR
IAN ANGUIANO				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $5,000.00			$194.00	$0.00	$194.00
08/11	08/12	24755425223272239881099	ZORO TOOLS INC 855-2899676 IL	$194.00
STEVEN CLAWSON				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $3,000.00			$234.95	$0.00	$234.95
08/15	08/18	24427335227730273493860	REYNOLDS MARKET GLA GLASGOW MT	$25.00
08/15	08/18	24034545228003217502131	CONOCO - EZZIES WESTEND GLASGOW MT	$41.27
08/15	08/18	24943005229268012244635	CENEX-AGLAND CO-OP GLASGOW MT	$16.10
08/16	08/18	24034545228003287355576	CONOCO - EZZIES WESTEND GLASGOW MT	$26.80
08/16	08/18	24427335228730270236220	MCDONALD'S F13080 GLASGOW MT	$18.46
08/19	08/20	24427335231730261715328	REYNOLDS MARKET GLA GLASGOW MT	$30.73
08/19	08/20	24034545231003931472830	CONOCO - EZZIES WESTEND GLASGOW MT	$33.37
08/22	08/25	24427335234730272612719	REYNOLDS MARKET GLA GLASGOW MT	$10.00
08/22	08/25	24943005236272622236099	CENEX-AGLAND CO-OP GLASGOW MT	$4.20
08/22	08/25	24943005236272622236107	CENEX-AGLAND CO-OP GLASGOW MT	$29.02
BRANDI AARON				
XXXX-XXXX-XXXX			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $1,000.00			$34.04	$0.00	$34.04
08/18	08/19	24455015230142000186593	WAL-MART #1567 DICKINSON ND	$34.04
SYLVIA MILLER				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $1,500.00			$328.28	$0.00	$328.28
08/11	08/12	24011345224100020558825	COLUMN PUBLIC NOTICE COLUMN.US DC	$43.32
08/18	08/19	24692165230102822205415	NDRIN-ND LAND RECORDS 701-364-1280 ND	$30.00
08/18	08/19	24011345231100009149118	COLUMN PUBLIC NOTICE COLUMN.US DC	$158.08
08/21	08/22	24692165233105513637298	ND DEPT OF ENVIR QUAL 701-328-5150 ND	$75.00
08/21	08/22	24692165233105513716191	PAYMENTUS CORPORATION 800-420-1663 NC	$1.88
08/23	08/25	24492165236100000555698	OPENAI *CHATGPT SUBSCR OPENAI.COM CA	$20.00
FIRE DEPARTMENT EMS				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $20,000.00			$300.44	$146.44	$154.00
08/13	08/14	24064665225100028135747	3RD AVENUE FLORAL WWW.3RDAVENUEND	$146.44
08/13	08/14	24116415225716264620031	BADGEANDWALLET.COM 914-236-1260 NY	$154.00
08/18	08/20	24064665231100022217170	3RD AVENUE FLORAL DICKINSON ND	$146.44 CR

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
AARON PRAUS				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $15,000.00			$139.90 / $0.00 / $139.90	
08/18	08/19	2449216523010003982737 9	CLASSROOM.CDLEXPERT.CO CLASSROOM.CDLFL	$69.95
08/18	08/19	2449216523010004026426 5	CLASSROOM.CDLEXPERT.CO CLASSROOM.CDLFL	$69.95
JACOB WALDO				
XXXX-XXXX-XXXX			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$431.37 / $0.00 / $431.37	
08/13	08/15	2469216522610878576872 5	UNITED 0162322755895UNITED.COM TX NM: WALDO/JACOBANTHONY TKT: 0162322755895 OARP: BIS SVC: L DARP: DEN FR: LAU5AF DEP: 11-04-25 OARP: DEN SVC: L DARP: JAX FR: LAU5AF DEP: 11-04-25 OARP: JAX SVC: TX DARP: DEN FR: TAA5AF DEP: 11-04-25 OARP: DEN SVC: TO DARP: BIS FR: TAA5AF DEP: 11-04-25	$431.37
CHAD TORMASCHY				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$148.72 / $0.00 / $148.72	
08/12	08/13	2420429522400240599005 8	eBay O*16-13432-23969 800-4563229 CA	$47.12
08/12	08/13	2420429522400440801921 6	eBay O*12-13438-99742 800-4563229 CA	$22.97
08/12	08/13	2469216522410684097834 9	AMAZON MKTPL*QJ2XC4SA3 Amzn.com/billWA	$41.99
08/19	08/19	2420429523000310380403 1	eBay O*17-13457-86535 800-4563229 CA	$11.95
08/20	08/21	2420429523200145273521 8	eBay O*18-13463-99356 800-4563229 CA	$24.69
DANIEL LOCKE				
XXXX-XXXX-XXXX			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$105.00 / $0.00 / $105.00	
08/13	08/15	2463923522690001300002 1	REED JOSEPH INTERNATIONAL800-6475554 NC	$105.00
MUSEUM				
XXXX-XXXX-XXXX			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $8,000.00			$3,357.58 / $0.00 / $3,357.58	
08/13	08/15	2463923522690001560009 1	SILVER STREAK INDUSTRIES 480-5747528 AZ	$1,293.24
08/14	08/21	2475542523227232769413 0	AURORA WORLD 562-2051222 CA	$554.51
08/19	08/20	2444500523130057387554 6	VSP*GAYLORD ARCHIVAL 315-634-8000 NY	$1,509.83
ROBERT EBELHAR				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,000.00			$252.69 / $0.00 / $252.69	
08/18	08/19	2401134523010010234859 2	AMAZON RETA* PI89H49W3 WWW.AMAZON.COWA	$252.69
EMS 1				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$126.60 / $0.00 / $126.60	
08/13	08/15	2431605522644266398703 5	SHELL OIL12502810018 MANDAN ND	$69.98
08/13	08/15	2431605522644266398750 6	SHELL OIL12502810018 MANDAN ND	$56.62
EMS 2				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$67.03 / $0.00 / $67.03	
08/23	08/25	2431605523645429508556 5	SHELL OIL12502810018 MANDAN ND	$67.03
EMS 3				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$201.13 / $0.00 / $201.13	
08/13	08/15	2431605522644266398621 9	SHELL OIL12502810018 MANDAN ND	$83.52
08/14	08/18	2431605522744387639845 6	SHELL OIL12502810018 MANDAN ND	$52.59
08/20	08/22	2431605523345077206868 9	SHELL OIL12502810018 MANDAN ND	$65.02
EMS 4				
XXXX-XXXX-XXXX			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$177.47 / $0.00 / $177.47	
08/12	08/13	2469216522410690192523 9	EXXON WASHINGTON BISMARCK ND	$41.45
08/19	08/21	2431605523244959181046 2	SHELL OIL12502810018 MANDAN ND	$61.03

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
08/20	08/22	24316055233450772068671	SHELL OIL12502810018 MANDAN ND	$74.99
CARTER FONG				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $5,000.00			$154.09	$0.00	$154.09
08/12	08/13	24226385225013021287532	WAL-MART #1567 DICKINSON ND	$147.18
08/20	08/21	2490641523223665535567O	Broadcast Music Inc BMI 800-4012000 TN	$6.91
RITA BINSTOCK				
XXXX-XXXX-XXXX			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $6,000.00			$960.64	$0.00	$960.64
08/18	08/19	24011345231100004811571	COLUMN PUBLIC NOTICE COLUMN.US DC	$960.64

Finance Charge Summary

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Type of Balance	Average Daily Balance	Daily Periodic Rate	Corresponding Annual Percentage Rate	Periodic Finance Charge
PURCHASES	$0.00	0.0000%	0.00%	$0.00
CASH ADVANCES	$0.00	0.0340%	12.40%	$0.00

 Account Number: XXXX-XXXX-XXXX

Please approve the following checks on 09-02-25			
CK#132221	NORTHERN IMPROVEMENT	CIP 202401 FINAL PYMT	$679,503.63
CK#132153	CONSOLIDATED COMM NETWORKS	MONTHLY PHONE BILLING	$8,295.38
CK#132274	VERIZON	MONTHLY CELLPHONE BILLING	$7,885.45
CK#132235	PRINCIPAL LIFE INSURANCE CO	MONTHLY PREMIUM	$19,477.07
CK#132283	DCI CREDIT SERVICES INC	GARISHMENT	$470.52
CK#132284	FLORIDA STATE DISBURSEMENT	GARISHMENTCH SUPPORT	$161.54
CK#132285	JOB SERVICE NORTH DAKOTA	GARISHMENT	$374.56
CK#132286	MONTANA DAKOTA UTILITY	MONTHLY BILLINGS	$55,009.16
CB09012025	COMMERCE BANK CREDIT CARD	BI MONTHLY BILLING	$22,542.80

CITY OF Dickinson North Dakota | Administration

To: City Commission

From: City Administrator Dustin Dassinger

Date: 08/27/2025

Subject: RFP Appraisal Services

Commissioners,

The City of Dickinson owns three parcels of land that may be considered for future sale, development, or other public purposes. To ensure accurate valuation and transparency, staff recommend soliciting professional appraisal services for three identified parcels.

In order to properly evaluate City-owned property for potential sale or planning purposes, independent appraisals are needed. This process ensures fair market value is established and provides a reliable basis for decision-making by the Commission and recommendations by staff.

The three parcels requiring appraisal are legally described as follows:

1. Lot 1, Block 1, of the Prairie Meadows Subdivision. Parcel ID # 2999-0100-0100 (13.29 acres located west of the Dickinson Middle School).
2. Lot 2, Block 1, of the Museum Center Addition. Parcel ID # 0791-0100-0200. 46 West Museum Drive (1.16 acres – Armory).
3. Lot 1, Block 1, of the Museum Center Addition. Parcel ID # 0791-0100-0100. 66 West Museum Drive (3.93 acres – Land in which the Dickinson LEC exists).

City Staff recommends approval in moving forward with the RFP for appraisal services.

Thank You,

Dustin Dassinger

City Administrator

REQUEST FOR PROPOSALS (RFP)

Appraisal Services for City-Owned Property

Issued by the City of Dickinson

RFP Issue Date: 9/3/2025

Proposal Due Date: 10/15/25

Dustin Dassinger, City Administrator

38 1st Street West

Dickinson, ND 58601

Phone: (701) 456-7739

Email: Dustin.Dassinger@Dickinsongov.com

Subject Properties:

1. Lot 1, Block 1, of the Prairie Meadows Subdivision.

2. Lot 2, Block 1, of the Museum Center Addition.

3. Lot 1, Block 1, of the Museum Center Addition.

CITY OF DICKINSON

REQUEST FOR PROPOSALS (RFP)

Appraisal Services for City-Owned Property

I. Introduction

The City of Dickinson is requesting proposals from qualified, certified real estate appraisal professionals to provide independent appraisal services for three parcels of land owned by the city. These appraisals are being sought to support potential sale, or other public use decisions.

II. Property Description

The subject parcels are legally described as follows:

1. Lot 1, Block 1, of the Prairie Meadows Subdivision. Parcel ID # 2999-0100-0100 (13.29 acres located west of the Dickinson Middle School)

2. Lot 2, Block 1, of the Museum Center Addition. Parcel ID # 0791-0100-0200. 46 West Museum Drive (1.16 acres – Armory)

3. Lot 1, Block 1, of the Museum Center Addition. Parcel ID # 0791-0100-0100. 66 West Museum Drive (3.93 acres – Land in which the Dickinson LEC exists)

III. Scope of Work

The selected appraiser will be expected to:

- Conduct a comprehensive site visit for each parcel.

- Prepare independent market value appraisals in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP).

- Provide at least one original signed appraisal report and one digital copy (PDF) for each parcel.

- Attend meetings (if necessary) to present findings to City staff or elected officials.

Appraisals must consider the property's current zoning, highest and best use, and relevant market trends.

IV. Proposal Requirements

Each proposal must include:

1. Cover Letter – Brief introduction and statement of interest.

2. Qualifications – Summary of professional experience, credentials (MAI, SRA, etc.), and references.

3. Project Approach – Outline of the process for completing the appraisals, timeline, and any additional insight.

4. Fee Proposal – Lump sum or itemized cost per parcel.

5. Proof of Insurance – Documentation of professional liability insurance.

6. Conflict of Interest Statement – Disclosure of any potential conflicts.

V. Evaluation Criteria

Proposals will be evaluated based on the following:

- Experience and qualifications of the appraiser (30%)

- Quality and clarity of the proposal (25%)

- Cost of services (25%)

- Ability to meet timeline (10%)

- References and past performance (10%)

VI. Submission Instructions

Proposals must be received no later than 5 pm MT on 10/15/2025. Late submissions will not be considered.

Proposals may be submitted:

By Mail or In-Person:

City of Dickinson

Attention: Dustin Dassinger

38 1st Street West

Dickinson, ND 58601

VII. Timeline

- RFP Issued: 9/3/2025

- Deadline for Questions: 10/3/2025

- Proposals Due: 10/15/2025

- Selection/Notification: 10/22/2025

- Project Completion Desired By: 12/15/2025

VIII. Terms and Conditions

- The City of Dickinson reserves the right to reject any or all proposals.

- All submitted materials become property of the City and may be subject to public disclosure.

- Selection does not guarantee award; contract negotiations may follow.

For questions or clarifications, contact Dustin Dassinger at Dustin.Dassinger@dickinsongov.com or (701)567-7739.

CITY OF Dickinson North Dakota | Administration

To: City Commission

From: City Administrator Dustin Dassinger

Date: 08/27/2025

Subject: Public Safety Sales Tax Discussion

Commissioners,

Public safety is one of the most critical responsibilities of local government. The City of Dickinson in partnership with Stark County, provides police, fire, EMS, and emergency management services that are essential to the health, safety, and well-being of our residents and visitors.

In recent years, the demand for public safety services has increased, while the costs of personnel, equipment, facilities, and technology have continued to rise. Current revenue sources are stretched and do not adequately address long-term operational and capital needs.

To ensure sustainable funding for these essential services, staff is presenting for discussion a proposal to establish a dedicated 1 % Public Safety Sales and Use Tax.

A potential revenue allocation would be:

- 80% to the City of Dickinson for public safety operations and infrastructure
- 20% to Stark County for public safety operations and infrastructure.

Thank You,

Dustin Dassinger

City Administrator

ABM Printer Contracts

Renewals/Updates:

- Public Safety – Records
- Public Safety – Fire Admin
- Public Safety - CID

Contract Changes:

- No Changes to the contract language from our last renewal
- Cost Reduction of approximately:
  - $7.47 Per Month

CITY OF Dickinson North Dakota

Overall Yearly Savings: ~$89.

RFP Award – Immutable Storage Server

RFP Bidders:

- High Point Networks - $55,813.64
- TrueNAS – Option 1 - $312,548.60
- TrueNAS – Option 2 - $113,824.40
- Marco – $226,874.06
- E-Logic - $170,480.11
- CDW – Option 1 - $192,486.26
- CDW – Option 2 - $236,142.26
- Sterling - $625,525.73

Bid Award:

- Recommending Award to TrueNAS Option 2 - $113,824.40
- 2nd Lowest Bid
  - City Share: $34,147.32
  - Grant: $79,677.08
- Lowest Bid Rejected due to not meeting 3 of the Bid Requirements

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota | ADMINISTRATION

ABM Printer Contracts

This contract serves as a lease renewal for 3 Savin Printers located at the Public Safety Center – Records, Fire Administration, and Criminal Investigations. The contract utilizes standard language similar to our previous contracts and will reduce the overall monthly contract cost by $7.47 or $89.64 Annually.

IT Director Aaron Meyer

advanced business methods
employee owned

Advanced Business Methods
Equipment Lease and Maintenance Agreement

Number:

Lessee: (full legal name) City of Dickinson				Lessor: Advanced Business Methods			
Address: 38 1st St W				Address: 2674 Sims St Suite A			
City: Dickinson		State: ND	Zip Code: 58601	City: Dickinson		State: ND	Zip Code: 58601
Telephone: 701/456-7744	Contact Person: Aaron Meyer	e-mail Address: aaron.meyer@dickinsongov.com		Salesperson: Mike Knuth		Reference:	PO Number:

Equipment Location Name: (if other than above) City of Dickinson Public Safety			Telephone:
Equipment Location Address: 2475 Sate Ave. North	City: Dickinson	State: ND	Zip Code: 58601
Contact Person: Aaron Meyer	Contact e-mail Address: Aaron.meyer@dickinsongov.com		

Description of Lease Equipment and Accessories

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
Ricoh IMC3010-RS 9154R910321	☐	16	16	318	503	.012045	.050362
Ricoh IMC3010-RS 9154R910716	☐	22	10	1657	2411	.012045	.050362
Ricoh IMC3010-RS 9154R910331	☐	21	14	472	432	.012045	.050362
	☐						
	☐						
	☐						
	☐						
	☐						

Add Network Support to your maintenance contract for $per month Yes ☐ No ☒ Customers initials _____

METER FREQUENCY: **In lease payment** COMMENCEMENT DATE: 10/1/2025 PURCHASE OPTION: **FMV**
TERM IN MONTHS: **60** MONTHLY BASE PAYMENT AMOUNT: **$686.37** (*PLUS TAX)

Special Installation Instructions:
Adding to Combined Contract C119438-01

Black Rate $0.012045
Color Rate $0.050362

Equipment Maintenance Service

USMA - Ultimate Service Maintenance Agreement: Provides support for all equipment listed on this agreement, including trip charges, inspections, on-call repair service, all parts and supplies. (Excludes Networking support and paper)

Note: Equipment Maintenance Services listed above are for the equipment listed on this page. See Schedule A for additional units and Maintenance Service types.

1. Agreement
The Lessee (Lessee or you) wants the Lessor (Lessor, we or Advanced Business Methods) to pay for the equipment listed above or listed on the Equipment Schedule A (together with all accessories, attachments, replacements, substitutions referred to therein as the Equipment) and the Lessee agrees pay the amounts payable under this agreement. Further, the Lessee agrees that these terms and conditions are a complete and exclusive statement of this agreement, and that they supersede all prior oral or written negotiations.

2. Term
The term of this Agreement shall become effective on the date that the Equipment is delivered to the Lessee, and shall continue through the term as specified above. The Lessee agrees that the Lessor may conduct a credit investigation, including the preparation of a credit investigative report. The Lessor shall have the right to cancel this Agreement if the Lessee's credit standing is not in accordance to Lessor standards. **THIS AGREEMENT CANNOT BE CANCELLED BY THE LESSEE FOR ANY REASON OTHER THAN AS SET FORTH IN THE TERMS BELOW.**

3. Payments
Payments are exclusive of any tax and the first payment will begin on the date of installation, or any later date that we designate, and will continue for each billing period for the term of this agreement. If you have entered into a Maintenance Services relative to the Equipment listed on this Agreement or on the Equipment Schedule A, (i) Lessor will include the costs of maintenance and/or supplies as part of the Payment and Rate Amount. (ii) Such costs may be based on additional copy charges for copies in excess of the stated copy allowance listed on the Agreement. (iii) Payment and Rate amounts may be adjusted annually by the Lessor for such services. (iv) Lessee obligations under this Agreement (including without limitation to make complete and timely payments of all amounts due there under) are unconditional and notwithstanding any dispute regarding the equipment performance under the terms and conditions of this Agreement. If Lessee fails to pay when due any amount herein, Lessor shall assess a late charge, for the maximum permitted by applicable law after the expiration of any required grace period.

Additional Terms and Conditions continues on page 2

THIS AGREEMENT IS NON-CANCELLABLE AND IRREVOCABLE. IT CANNOT BE TERMINATEDOTHER THAN AS SET FORTH IN THE TERMS BELOW. PLEASE READ CAREFULLY BEFORE SIGNING.

The undersigned affirms that he/she is a duly authorized representative, officer, partner or proprietor of Lessee, understanding the terms and conditions contained herein and has the authority to execute this Agreement on its behalf.

Lessee: _____
By: _____
Date: _____
Name: _____
Title: _____

Lessor: Advanced Business Methods
By: _____
Date: _____

4. PREPAYMENT
If permitted by the Lessor and if the Lessee is not in default in any obligation hereunder, at any time during the term, Lessee may prepay the Agreement by making all payments due for the remaining term, (Monthly average annual billings (X) remaining months), plus any unpaid charges (if any), subject to an additional prepayment fee equal to five percent (5%) of the total current fair market value of the equipment as determined by Lessor as the retail value of the equipment at the time of prepayment. When these payments have been fully paid, Lessee must surrender the equipment as described in Paragraph 19 at the end of the term, or earlier if agreed to in writing by Lessor and Lessee.

5. TRANSPORTATION AND DELIVERY
Placement, removal and any special rigging charges in effect on the date such tasks are performed shall be paid by the Lessee. These charges are applicable to machines and accessories. Lessor shall not be liable for direct, indirect, incidental or consequential damages, if for any reason Lessor fails to meet the requested delivery schedule.

6. INSTALLATION
The equipment shall be installed at the installation address shown on the face of this Agreement. The Lessee shall make available at that address a suitable place of installation, as specified by Lessor, with electrical service and space in accordance with UL requirements.

7. EQUIPMENT TITLE
The equipment is, and shall at all times be and remain the sole and exclusive property of the Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement. All replacements, substitutions and repairs thereto, shall become a component part of the Equipment and title thereto shall be immediately vested in Lessor and shall be included under the terms hereof. Lessee will not remove any ownership identification tags on the Equipment or suffer or permit any lien or encumbrances of any kind against the Equipment or allow it to become fixtures to real estate.

8. SECURITY INTEREST
Lessor reserves and Lessee hereby grants to Lessor a security interest in the Equipment and any and all additions, replacements, substitutions, and repairs thereto, as well as any products and proceeds of the foregoing for the purposes of securing the payments due hereunder and all other promises and obligations of Lessee to Lessor arising under this Agreement, Lessee agrees to sign and execute at any time alone or with Lessor any financing statements or other documents which Lessor deems reasonably necessary to protect and continue security interest under this Agreement. Lessor is also granted an irrevocable power of attorney to execute such financing statements or other documents on Lessee's behalf. Lessee shall prevent and hold Lessor harmless against the assertions of interests of claims by third parties.

9. MAINTENANCE SERVICES
If Lessee has Maintenance Service provided under this Agreement, the Lessor or an agent assigned by Lessor, agrees to maintain the Equipment stated above in good operating condition. Lessor or its agent shall provide parts and labor necessary to maintain equipment which has become unserviceable due to normal use. Services will be provided during normal business hours (8:00am to 5:00pm) Monday through Friday, except holidays. If services are provided at Lessee's request, not during regular business hours, the Lessee agrees to pay for such services at Lessor's then current rate. LESSOR OR ITS AGENTS SHALL NOT BE REQUIRED TO PERFORM SERVICES OR PROVIDE PARTS OR SUPPLIES IF MAINTENANCE SERVICES ARE NOT INCLUDED IN THIS AGREEMENT AND IF SERVICES ARE REQUESTED, THE LESSEE AGREES TO PAY FOR SUCH SERVICES AT LESSOR'S CURRENT RATES.

10. LIMITS OF SERVICE AND LOCATION OF EQUIPMENT
Lessee shall use the Equipment in a careful and proper manner and shall not use or deal with the Equipment in any manner which is inconsistent with the terms of this Agreement or any applicable laws and regulations. The Equipment will not be misused, abused, wasted or allowed to deteriorate, except for ordinary wear and tear resulting from its intended use. Lessee agrees to pay for service calls resulting from accessories or consumables not provided by Lessor. Lessor shall have the right to inspect the Equipment at any reasonable time, wherever located. Lessor may mark the Equipment to conspicuously show that it has a security interest therein and Lessee shall place no conflicting marks or permit the Lessor mark to be removed or defaced. Lessee shall be responsible for loss or damage to Equipment. Lessee shall pay for any repairs or replacements made necessary by Lessee's intentional or negligent acts. The Equipment shall be kept at the installation address(es) and shall not be moved from that location without the prior written consent of Lessor. The Lessee shall be liable for all costs associated with the relocation requested by Lessee and approved by Lessor. These costs will include all applicable installation, removal and special rigging charges and charges for the time spent by a Technical Representative at the rates in effect at the time of relocation. This Agreement does not extend to software, networking printing, scanning or any external interface not provided by Lessor unless stated above. The Lessee will be solely responsible for obtaining, installing and maintaining all required non-equipment related software, programming, design or coding. If service is provided by Lessor, the Lessee agrees to pay for such support at the then current rate.

11. EXCESS CHARGES AND METER READINGS
The Lessee is allowed the number of pages, copies or scans (referred to as copy or copies) as provided by the Copy / Page Allowance. In the event that the actual copies used exceed the allowance, the Lessee agrees to pay an additional amount equal to the excess copies times the current adjusted excess charge rate in effect. The Lessee also agrees to provide the Lessor true and accurate meter readings as requested. If meter readings are not provided on a timely basis, the Lessor reserves the right to estimate the meter reading based upon previous readings.

12. INSURANCE
Lessee assumes the entire risk of loss from hazard and no such loss shall relieve Lessee of its obligations hereunder. Only to the extent allowed by North Dakota law, Lessee agrees to and does hereby indemnify and hold Lessor harmless from and against all claims, costs, expenses, damages and liabilities, including reasonable attorney fees resulting from or pertaining to the use or operation of the equipment during the term of this Agreement and while said equipment is in possession of the Lessee. Lessee agrees to keep the equipment insured to protect all interests of Lessor, at Lessee's expense, against all risks of loss or damage from every cause whatsoever for not less than the unpaid balance of the lease rentals due hereunder or 80% of the then current value of said equipment, whichever is higher, and including the liability of Lessor for public liability and property damage; and Lessor may, but shall not be obligated to, insure said property at expense of Lessee. Where applicable, all claims against Lessee by Lessor shall be subrogated under the proceeds of those insurance policies and Lessor shall be given first right of subrogation up to the then-current value of the equipment. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said property or the payment of obligations of Lessee hereunder at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued on said equipment.

13. ALTERATIONS AND ATTACHMENTS
Lessee shall not make any alterations, additions, attachments or improvements to the Equipment without the prior written consent of Lessor. All additions, alterations, attachments or improvements of whatsoever kind or nature which become permanently attached to the Equipment shall belong to and become the property of Lessor.

14. WARRANTY
Lessor warrants that when installed the Equipment will be in good operating condition.
THE FOREGOING WARRANTY CONSTITUTES THE SOLE WARRANTY MADE BY LESSOR AND IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. Flat-Rate
Rates for any flat-rate agreements that do not require the capture, reporting and billing of device meters are calculated off of customers' previous usage history and may be revised during the term of the Agreement if necessitated by an unusual increase in overall usage.

16. LIMITATION OF REMEDIES AND DAMAGES
LESSOR'S SOLE AND EXCLUSIVE LIABILITY UNDER THE W[illegible] PARAGRAPH 14 UNDER ANY SERVICE OBLIGATION ASSUMED [illegible] ANY PROVISION OF THIS AGREEMENT SHALL BE TO [illegible] ADJUSTMENTS, REPAIRS AND REPLACEMENTS TO MAINTAIN THE EQUIPMENT IN GOOD OPERATING CONDITION IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREOF. LESSOR SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, OR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE, MAINTENANCE, OR USE OF ANY ITEM OF EQUIPMENT OR SERVICES PROVIDED FOR IN THIS LEASE, OR FOR ANY TORTIOUS CONDUCT RESULTING THEREFROM.

17. FORCE MAJEURE
Lessor is excused from performance and shall not be liable for any delay in delivery or for non-delivery, in whole or in part caused by the occurrence of any contingency beyond the control of Lessor including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, accident, explosion, flood, storm, acts of God, pandemic, epidemic, and similar occurrences.

18. BREACH OR DEFAULT
(**A**) If Lessee does not pay the lease rent payments due hereunder or other amount required herein to be paid, breaches any of the terms or conditions of this Agreement, ceases doing business as a going concern, has a petition filed by or against it under any of the provisions or chapters of the Bankruptcy Act or Amendments thereto, makes an assignment for the benefit of creditors, calls a general meeting of the creditors, or attempts an informal arrangement or composition with creditors or if a receiver or any officer of a court is appointed to have control of any of the property, or if Lessor in its reasonable business discretion deems the Agreement to be in jeopardy, Lessor shall have the right to exercise any one or more of the following remedies in order to protect the interests and reasonable expected profits and bargains of Lessor.
(i)Terminate this Agreement in whole or in part; (ii) declare the remaining amount of the unpaid payments plus unpaid charges to be immediately due and payable; (iii) take possession of any or all items of Equipment, wherever the same may be located, without demand or notice, without any court order or other process of law and without liability to Lessee for any damages occasioned by such taking of possession and declare the entire amount of the unpaid payments and any unpaid charges to be immediately due and payable; (iv) enter upon the premises, where the Equipment may be and render the Equipment unusable, and remove, sell, rent, lease or otherwise dispose of the Equipment and from the proceeds retain all sums due under the terms of this Agreement as well as all costs and expenses relating to the enforcement or preservation of its rights hereunder including but not limited to reasonable attorney's fees; (v) and pursue any other remedies existing at law or in equity; and/or (vi) Lessor shall have all of the rights and remedies of a secured party upon default under the Uniform Commercial Code or any similar law as enacted in the state where the Equipment is located. (**B**) Notwithstanding any repossession of Equipment or any other action set forth above, which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under this lease. (**C**) In the event of default by Lessee, Lessor may require Lessee to assemble the Equipment and make it available to Lessor at a place and time convenient to Lessor. (**D**) Lessee agrees to pay Lessor all costs and expenses including reasonable attorney's fees incurred by Lessor in exercising any of its rights or remedies. (**E**) No delay or failure of Lessor to exercise any right or remedy will operate as a waiver of such right or remedy. (**F**) No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy provided hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time, but Lessor shall not be entitled to recover a greater amount in damages that Lessor could have gained by receipt of Lessee's full, timely and complete performance of its obligations pursuant to the terms of this Agreement plus late charges under Paragraph 3, and all costs and expenses including reasonable attorney's fees incurred by Lessor in exercising any of its rights or remedies under this paragraph.

19. SURRENDER
Upon expiration of term or Prepayment of this Agreement as described under Paragraph 4, or upon demand made by Lessor pursuant to Paragraph 18 hereof, the Lessee shall return the Equipment and all Accessories prepaid and prepaid insured in "Average Saleable Condition", to a place and in a manner designated by Lessor. "Average Saleable Condition" means the Equipment is immediately available for use by another lessee without need for repair. If repair and/or replacement of missing and/or damaged Equipment is required, Lessee agrees to pay for such replacement or repairs. Should Lessee fail to return or surrender the Equipment at the end of this term, Lessee agrees to an Annual Renewal of this agreement until the Equipment and all Accessories are received and accepted by Lessor and or its agent.

20. ASSIGNMENT
Without the prior written consent of Lessor, the Lessee shall not (i) assign, transfer, pledge or hypothecate this Agreement, the Equipment or any part thereof, or any interest therein or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign this Agreement or Equipment in whole or in part without notice to Lessee. Lessee will assert any claim or defenses it may have against Lessor and not against any such assignee.

21. TAXES
Lessee shall pay all sales, use, privilege, excise or other taxes or assessments, however designated, imposed or levied with respect to the Equipment or its use, exclusive however, of personal property taxes.

22. OPTION TO UPGRADE, PURCHASE AND RENEW
Upon provision of written notice by Lessee to Lessor at least sixty (60) days prior to the end of the term of this Agreement and provided the Lessee is not in default of payments herein, the Lessor grants Lessee the option to (A) Upgrade the equipment at any time during the course of the original term; (B) Purchase and transfer title of all (not part) of the Equipment at the expiration of the term of this Agreement for fair market value which is the suggested list price at the end of the term, payable in cash to Lessor or its Assignee, AS IS, WHERE IS WITH NO EXPRESS OR IMPLIED WARRANTY. If Lessee chooses not to pursue the Option to Upgrade or Purchase pursuant to Paragraph 18 then, renewal of this Agreement will be automatic, and will be on an annual term, unless Lessee delivers to Lessor written notice at least sixty (60) days prior to the expiration of the term of Lessee's intent not to Upgrade, Purchase or Renew.

23. GENERAL
If a court finds any provision of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. This Agreement will be governed and construed according to the domestic laws of the State of North Dakota. Notice shall be effective if delivered or mailed by registered or certified mail, postage prepaid to Lessor as set forth on the face of this Agreement or at such address as Lessor may notify the Lessee from time to time. This Agreement shall become effective only after execution by Lessor and Lessee in the places provided on the face of this agreement. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding. In the event any conflict between the provisions of this Agreement and the provisions of any schedule, the provisions of this Agreement shall control. Both parties agree that a facsimile copy of this Agreement shall have the same force and effect of the original. This constitutes the entire Agreement between the parties relating to the subject matter hereof and supersedes all previous communications, representations or agreements, either oral or written, with respect to the subject matter hereof. There are no covenants or conditions between the parties except as set forth in this Agreement.

CITY OF Dickinson North Dakota | ADMINISTRATION

RFB Bid Award – Immutable Storage Server

In the fall of 2024, we submitted a Grant application to the State of ND to secure federal funding for an immutable backup server storage project. In June 2025 we received notification that we were awarded this project which will receive up to $98,000 of federal funding based on a 70% Federal / 30% Local split. We went through the RFP process and received bid options from 6 companies that offered 8 different options ranging from $55,813.64 to $625,525.73. After careful review of the bids, we rejected one bid due to not meeting all the hardware requirements as specified in the RFP and are recommending the 2nd Lowest Bid for approval. TrueNAS – Option 2 came in at $113,824.40, which splits to $79,677.08 as Grant Funded with a Local Match of $34,147.32.

IT Director Aaron Meyer

City of Dickinson

Immutable On-Premise Backup Storage Server

Digital Response

August 20, 2025

CDW Government

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To the extent allowable, all information and documents hereby submitted in response to the Request for Quote ("RFQ") furnished by City of Dickinson are the Proprietary and Confidential property of CDW Government LLC.

CDW Government

One CDW Way
230 N. Milwaukee Ave.
Vernon Hills, IL 60061
Toll-free: 800.800.4239
Web: cdw.com

August 20, 2025

City of Dickinson
99 2ND sT e
Dickinson, ND, 58601

RE: CDW Government LLC's Response to City of Dickinson's Immutable On-Premise Backup Storage Server

Dear Aaron Meyer,

Our response demonstrates CDW Government's ability to contribute to the overall success of this initiative. CDW Government LLC (CDW Government) was founded in 1998 to focus on the unique needs and opportunities of our public sector customers. Specific advantages of partnering with us include:

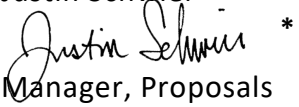
- **Dedicated Account Team Delivers High Quality Service.** Your highly trained and experienced account team, including a dedicated account manager, are responsible for coordinating all your needs and ensuring customer satisfaction.
- **In-House Expertise Provides Easy Access to Knowledge.** You can leverage our valuable presales consulting expertise to assist with developing solutions that provide robust functionality, efficiencies, and cost savings.

As always, we consistently strive to exceed your expectations. Should you have any questions regarding our response, please contact your Account Representative, Tola Akande at (312) 547-2016 or tola.akande@cdwg.com.

We thank you for the opportunity to participate in this RFP process and are confident you will find our response advantageous from both a strategic and budgetary standpoint.

Sincerely,

Justin Schwier



Manager, Proposals
CDW Government LLC

*It is CDW Government LLC's intent that its proposal response, and CDW Terms & Conditions found at https://www.cdwg.com/content/cdwg/en/terms-conditions/sales-and-service-projects.html, shall provide the definitive terms to govern this submission. CDW•G is open to negotiating the contract terms and conditions with City of Dickinson.

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Bid Documents and Forms

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Request for Proposals

Immutable On-Premise Backup Storage Server

Proposals will be received by

12:00 Noon, Wednesday, August 20, 2025

Per Document Instructions

By

Information Technology Department, City Hall

38 1st St West, Dickinson, ND 58601

Advertisement for Proposals

Sealed proposals endorsed Immutable On-Premise Backup Storage Server for the City of Dickinson will be received per document instructions by the Information Technology Department at City Hall 38 1st ST West, Dickinson, ND 58601, until 12:00 Noon, Wednesday, August 20, 2025.

Instructions for submitting proposals and/or receiving the complete RFP document specifications may be obtained during regular office hours at the same location, or by contacting Aaron Meyer via email IT@dickinsongov.com (Email is preferred) or phone 701-456-7805. The City reserves the right to reject any or all proposals. Bid approval will be considered at the September 2, 2025 meeting and the bid award notification will be provided to the corresponding party within 5 business days of that meeting.

Aaron Meyer

IT Director

Instructions to Proposers

Introduction:

This entire set of documents constitutes the RFP. The proposer should return the RFP with all information necessary to properly analyze the proposer's response in full, in the same numerical order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed

Proposer Questions and Inquiries

Proposer questions and inquiries relative to this RFP must be submitted in writing only by Wednesday, August 13, 2025, to Aaron Meyer, IT Director, via e-mail: IT@dickinsongov.com. The City will provide written responses to all inquiries received by this date, and responses will be made available to all recipients of this RFP. Any oral responses made by any representative of the City may not be relied upon. Any supplements or amendments to this RFP will be in writing and furnished to potential bidders.

RFP Response Submission

Bidders may submit a bid electronically or by hardcopy. Electronic bids should be submitted by attaching a single file of the required bid forms to an email entitled, "BID – Immutable On-Premise Backup Storage Server" and emailed to: IT@dickinsongov.com and received no later than 12:00 Noon, Wednesday, August 20, 2025. Such submission will not be opened until the time for receiving bids has come. Please do not wait until the last minute to send your Proposal to avoid any possible delay that may occur during the transmittal of files. A screen print of the email receipt will be used by the City as verification of the time received. **Late proposals will not be considered.**

If mailing a hardcopy proposal, place the bid in a sealed envelope inside the courier's envelope and label it "BID ENCLOSED". The inner envelope should be clearly labeled "Immutable On-Premise Backup Storage Server" with the company name and bid opening date/time. Submit hardcopy proposals in a sealed container/envelope containing one original (please mark document as original) proposal showing original signatures and seals, and one (1) copy of the complete proposal to the Information Technology Department in City Hall, 38 1st ST W, Dickinson, ND 58601 by 12:00 Noon, Wednesday, August 20, 2025. Bids received prior to the advertised hour of opening will be securely kept unopened. The bidding agent will open them when the specified time has arrived, and no Bid received thereafter will be considered. **Late proposals will not be considered.**

The City will not be obligated for the expenses of any provider arising out of preparation and/or submittal of responses to this RFP. Any and all proposals to this RFP are to be prepared at the cost and expense of the respondents, with the express understanding that there may be no claims whatsoever for the reimbursement of any costs, damages, or expenses relating to this procurement from the City or any other party for any reason (including the cancellation of this RFP).

Proposals must be made in the official name of the individual, firm, or corporation under business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

All proposals should be complete and carefully worded and must convey all of the information requested by the City. If errors or exceptions are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the City will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. The City reserves the right to reproduce proposals for internal use in the evaluation process. Proposers are expressly forbidden from contacting any other city employee or City of Dickinson elected official regarding this Request for Proposals. Any such outside contact may result in disqualification from the request for proposal process.

The City reserves the right to hold proposals open for a period of sixty days (60) days after due date before making awards.

REQUEST FOR PROPOSALS – Immutable On-Premise Backup Storage Server for t… Dickinson

Background:

In June 2025, the City of Dickinson was awarded a federal Cybersecurity grant to cover the cost of an Immutable On-Premise Backup Storage Server. This project will provide the Information Technology Department with the capability to create a fully immutable on-premise backups that will ensure system resiliency and recovery in the event of a cyberattack.

Purpose of this Request

The City of Dickinson, North Dakota is seeking responses to the Request for Proposal (RFP) from qualified vendors to procure an On-Premise Immutable Backup Storage that will work with our existing hardware and software. This project will focus on the procurement and installation of On-Premise Immutable Backup Storage hardware as well as configuration in order to ensure the primary site is fully backed up to the Immutable On-Premise Storage System at the project's conclusion.

City of Dickinson Goals

The City of Dickinson aims to establish a diversified and resilient economy, enhance environmental sustainability, and foster community engagement and transparency. These goals include implementing smart city solutions, promoting sustainable infrastructure, and ensuring efficient public services through strategic planning and innovation.

The City of Dickinson's technology team will support these strategic goals by leveraging AI for optimized city operations, enhancing cybersecurity measures to protect data and infrastructure, and deploying cloud solutions for scalable and efficient service delivery.

Scope of Services

The vendor shall provide turnkey configuration and installation support for an On-Premise Immutable Backup Storage to ensure full compatibility with existing hardware and software infrastructure primarily consisting of, but not limited to the following:

- On-Premise Immutable Backup Storage Sizing and Design
- Installation Directions that detail all connectivity in order to ensure IT best practices are followed and the system is available for existing infrastructure to use for Immutable backups
- Connectivity Drawings detailing cabling in the event multiple nodes are utilized in the design

The On-Premise Immutable Backup Storage Hardware should consist of the following:

- Minimum 400 TB Storage space to hold immutable backup data
- Minimum Raid 6 Data Protection allowing for the loss of 2 drives simultaneously without data loss

- Fully compatible out of the box with Veeam Backup and Replication Essentials
- Must be fully compatible with Veeam Infrastructure to leverage immutable snapshots
- Dual 25GB SFP+ Ports with 25GB SFP+ Modules Included
- Dual PSU to ensure power redundancy for the Backup Storage system
- Rackmount Rails and hardware to allow for mounting in a standard 4 post server rack
- 5 Year Support Agreement that covers drive replacement
- Must support native immutability with no reliance on external cloud or third-party OS/hardening
- Must be a purpose-built appliance optimized for backup workloads (not general-purpose storage)
- Storage solution must be on-premises, with no dependency on internet access or cloud storage to enforce immutability
- Must seamlessly integrate with Veeam Backup & Replication using officially supported APIs (e.g., Veeam SOS API)
- Should support instant recovery, high-speed restores, and rapid ingestion rates optimized for synthetic full backups
- Must provide immutable object storage with enforcement of data retention policies at the storage level
- Should block root-level deletion or modification of backup data during the immutability period
- Must not require credentials or shell access to underlying OS for administration (reducing attack surface)
- Must operate on a Zero Trust Architecture with role-based access control (RBAC), MFA, and air-gap-like protections
- Solution should be certified or validated against key cybersecurity frameworks (NIST, CISA)
- Should have a dedicated web-based GUI purpose-built for backup and storage admins (no Linux CLI required)
- Must support scalable node-based architecture (with clearly defined node limits and expansion steps)
- Solution should support automated software updates and self-healing or alerting mechanism
- Must sustain high throughput for ingesting Veeam backup chains (especially synthetic fulls)
- Should support multi-tenant backup storage, and clearly segregate repositories for retention and compliance
- Must allow for linear performance scaling (e.g., by adding nodes)
- Must be available as a capex-friendly appliance (no required subscription to maintain immutability)
- Should avoid recurring license or capacity-based fees unrelated to hardware expansion

- Guaranteed 100% data availability
- Must support high throughput and low latency for backup, recover, replication, and DR operations
- Support for compliance with industry standards and regulations (PII, NIST, and PCI DSS 4.0)
- Embedded IPMI or Web GUI to allow for remote control of the unit
- Must support self implementation, extended maintenance, and non-disruptive upgrade to next-generation platform
- Solution should be fully self-contained, not requiring additional software agents or cloud service contracts
- Vendor must offer direct enterprise support, including escalation paths, updates, and knowledgebase access
- Solution must be Veeam Ready - Object with Immutability certified
- Must be deployable in environments running Hyper-V, VMware, or other common hypervisors protected by Veeam

Existing Site Details included for reference to ensure compatibility:

- Hyper-V Hosted Virtual Machines – using Failover Cluster with multiple hosts
- Veeam Backup and Replication
- ~70TB Live Data
- Hitachi Vantara E590 SAN

Selection Process and Evaluation Criteria

A. SELECTION PROCESS

The City reserves the right to act as sole judge of the content of the proposals submitted for the City's evaluation/selection.

B. EVALUATION PROCESS

Proposals will be evaluated for quality, completeness, and price value to the City of Dickinson by an evaluation panel. Selection shall be made from all offers deemed to be fully qualified and best suited among those submitting proposals based on the evaluation of factors included in the RFP, including price. Price shall be considered, but need not be the sole determining factor. The evaluation panel may cancel this RFP or reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed the most advantageous.

The City reserves the right, as part of the selection process, to request on-site (or virtual) demonstrations and/or presentations. In the event that such demonstrations or presentations take place, proposers will be selected for this process based on scores derived from the scoring matrix, and all other applicable criteria. The scoring of the demonstration or presentation must be based upon the criteria from one or more of the original evaluation factors. After the demonstrations or presentations, each proposer will then be re-graded on the same criteria. The number of proposers chosen to take place in the demonstration/presentation process is subject to administrative discretion. The recommendation for award will be submitted to the Board of City Commissioners for contract approval.

C. EVALUATION CRITERIA

Below is a description of the evaluation criteria that will be used to evaluate the proposals. To be deemed responsive, it is important for the firm's proposal to contain appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The proposal will be the primary source of information used in the evaluation process. Proposal must contain information specifically related to the proposed services requested in this RFP. Failure of any firm to submit information requested may result in the elimination of the proposal from further evaluation.

- **Relevant Qualifications**: Proposal describes relevant qualifications and technical specifications to meet/exceed solution requirements as well as align to future growth
- **Cost Effectiveness/Price Value**: Reasonableness/competitiveness of proposed fee and/or benefits to the City of Dickinson as well as an estimated 5 Year total cost of ownership.
- **Relevant Experience:** Proposal describes relevant experience and demonstrated ability to fulfill the requirements of the proposal as listed in the scope of work, Service Providers will be evaluated on the background and experience information provided in this RFP. Proposers should submit at a minimum three (3) verifiable references, preferably five (5), for similar services performed within the past five (5) years, preferably with governmental entities.
- **Scalability & Sustainability:** Proposal describes the solutions ability to scale as our needs grow as well as contribute to the acceleration towards achieving future targeted goals.

Evaluation Criteria	Weight
Relevant Qualifications	35
Cost Effectiveness / Value	25
Relevant Experience	15
Scalability & Sustainability	25

Pricing Offer

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Object First Summary

Prepared For:	City of Dickinson	**Submitted By:**	Tola Akande
Customer #:	5645178		Account Representative
		Phone:	(312) 547-2016
Project:	Object First	**E-Mail:**	tola.akande@cdwg.com
Date:	8/19/2025	**Quote #:**	CDW-G Solutions

Qty.	Description	Extended Sell
1	Option 1: Object First 216TB 5yr + 432TB 5yr (648tb)	$192,486.26
	Total:	**$192,486.26**
1	Option 2: Object First 432TB 5yr Qty 2 (864tb)	$236,142.26
	Total:	**$236,142.26**

Prepared By: Katrina Davis (Solutions Architect Support Specialist)
Prices are contingent on final pricing approval from Manufacturer
Quote provided based on specification provided by customer. No workload validation has been done.
The terms and conditions provided on this link apply: https://www.cdwg.com/content/cdwg/en/terms-conditions.html
Applicable Taxes and Shipping not shown.

Option 1: Object First 216TB 5yr + 432TB 5yr (648tb) Deta

Prepared For:	City of Dickinson	**Submitted By:**	Tola Akande
Customer #:	5645178		Account Representative
		Phone:	(312) 547-2016
Project:	Option 1: Object First 216TB 5yr + 432TB 5yr (648tb)	**E-Mail:**	tola.akande@cdwg.com
Date:	8/19/2025	**Quote #:**	WQ152865563

	Qty.	Part Numbers	Description	Extended Sell
Support	1	OB1216-G5	216TB Unit Premier Service and Support 5 YR 4 hr Service and 5 YR 24x365 support	74,415.13
	1	OB1432-G5	432TB Unit Premier Service and Support 5 YR 4 hr Service and 5 YR 24x365 support	118,071.13
			Support Total:	**$192,486.26**

Extended Sell

Solution Total:	**$192,486.26**

Pricing expires 30 calendar days from date on Proposal

Prepared By: Katrina Davis (Solutions Architect Support Specialist)
Prices are contingent on final pricing approval from Manufacturer
Quote provided based on specification provided by customer. No workload validation has been done.
The terms and conditions provided on this link apply: https://www.cdwg.com/content/cdwg/en/terms-conditions.html
Applicable Taxes and Shipping not shown.

Option 2: Object First 432TB 5yr Qty 2 (864tb) Detail

Prepared For:	City of Dickinson	**Submitted By:**	Tola Akande
Customer #:	5645178		Account Representative
		Phone:	(312) 547-2016
Project:	Option 2: Object First 432TB 5yr Qty 2 (864tb)	**E-Mail:**	tola.akande@cdwg.com
Date:	8/19/2025	**Quote #:**	WQ152865658

	Qty.	Part Numbers	Description	
Support	2	OB1432-G5	432TB Unit Premier Service and Support 5 YR 4 hr Service and 5 YR 24x365 support	Extended Sell
			Support Total:	**$236,142.26**

Extended Sell

Solution Total:	**$236,142.26**

Pricing expires 30 calendar days from date on Proposal

Prepared By: Katrina Davis (Solutions Architect Support Specialist)
Prices are contingent on final pricing approval from Manufacturer
Quote provided based on specification provided by customer. No workload validation has been done.
The terms and conditions provided on this link apply: https://www.cdwg.com/content/cdwg/en/terms-conditions.html
Applicable Taxes and Shipping not shown.

Optional

STATEMENT OF WORK

Project Name:	DV_TS Object First Installation - City of Dickinson, ND	**Seller Representative:** Tola Akande +1 (312) 5472016 tola.akande@cdwg.com
Customer Name:	CITY OF DICKINSON	
CDW Affiliate:	CDW Government LLC	
Date:	August 19, 2025	**Digital Velocity BDM:** Trevor Howard
Drafted By	Chris Garman	

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, CDW Government LLC ("**Provider**," and "**Seller**,") and CITY OF DICKINSON ("**Customer**," and "**Client**,").

This SOW shall be governed by Seller's "**SOW Services**," accessed via the "**Terms & Conditions**" link at http://www.cdwg.com (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

PROJECT DESCRIPTION

PROJECT SCOPE:

Seller will provide Customer with one (1) Technical Architect and one (1) Project Manager to assist Customer with turnkey configuration and installation support for an On-Premise Immutable Backup Storage to ensure full compatibility with existing hardware and software infrastructure primarily consisting of, but not limited to the following:

- On-Premise Immutable Backup Storage Sizing and Design
- Installation Directions that detail all connectivity in order to ensure IT best practices are followed and the system is available for existing infrastructure to use for Immutable backups
- Connectivity Drawings detailing cabling in the event multiple nodes are utilized in the design

The On-Premise Immutable Backup Storage Hardware should consist of the following:

- Minimum 400 TB Storage space to hold immutable backup data
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- Fully compatible out of the box with Veeam Backup and Replication Essentials
- Must be fully compatible with Veeam Infrastructure to leverage immutable snapshots
- Dual 25GB SFP+ Ports with 25GB SFP+ Modules Included

- Dual PSU to ensure power redundancy for the Backup Storage system
- Rackmount Rails and hardware to allow for mounting in a standard 4 post server rack
- 5 Year Support Agreement that covers drive replacement
- Must support native immutability with no reliance on external cloud or third-party OS/hardening
- Must be a purpose-built appliance optimized for backup workloads (not general-purpose storage)
- Storage solution must be on-premises, with no dependency on internet access or cloud storage to enforce immutability
- Must seamlessly integrate with Veeam Backup & Replication using officially supported APIs (e.g., Veeam SOS API)
- Should support instant recovery, high-speed restores, and rapid ingestion rates optimized for synthetic full backups
- Must provide immutable object storage with enforcement of data retention policies at the storage level
- Should block root-level deletion or modification of backup data during the immutability period
- Must not require credentials or shell access to underlying OS for administration (reducing attack surface)
- Must operate on a Zero Trust Architecture with role-based access control (RBAC), MFA, and air-gap-like protections
- Solution should be certified or validated against key cybersecurity frameworks (NIST, CISA)
- Should have a dedicated web-based GUI purpose-built for backup and storage admins (no Linux CLI required)
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- Should avoid recurring license or capacity-based fees unrelated to hardware expansion
- Guaranteed 100% data availability
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- Support for compliance with industry standards and regulations (PII, NIST, and PCI DSS 4.0)
- Embedded IPMI or Web GUI to allow for remote control of the unit
- Must support self implementation, extended maintenance, and non-disruptive upgrade to next-generation platform
- Solution should be fully self-contained, not requiring additional software agents or cloud service contracts
- Seller must offer direct enterprise support, including escalation paths, updates, and knowledgebase access
- Solution must be Veeam Ready - Object with Immutability certified
- Must be deployable in environments running Hyper-V, VMware, or other common hypervisors protected by Veeam

Existing Site Details included for reference to ensure compatibility:

- Hyper-V Hosted Virtual Machines – using Failover Cluster with multiple hosts
- Veeam Backup and Replication
- ~70TB Live Data
- Hitachi Vantara E590 SAN

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- Customer will provide timely review and approval of weekly timesheets, in accordance with pay periods. Unapproved timecards will be considered automatically approved if Customer fails to approve timecard within 3 business days of being notified that timecard is ready to approve. Such approval of timesheets and hours shall constitute as acceptance of services provided by Seller.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

1. **Kickoff Meeting**
    - Coordinate and facilitate kickoff meeting
    - Review SOW including project objectives, schedule, and logistics
    - Identify and confirm project participants
    - Discuss project prerequisites
    - Create and distribute escalation and contact lists
2. **Project Schedule or Plan**
    - Create a project plan that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.
    - Monitor project scope and expectations
    - Identify and manage project risks
    - Monitor the status and progress of the project and the quality of items provided
    - Communicate at regular intervals as agreed upon
    - Ensure project timelines, dependencies, budgets, and closure are met within the project lifecycle
3. **Status Meetings and Reports**
    - Status meetings will be conducted on a regular cadence schedule to proactively identify any issues that may arise in order to mitigate risk
    - Scheduling will be based on agreement with stakeholders, the estimated project duration, and budget available
    - Seller and Customer will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions, and conduct a budget review
    - The project management resource will document and distribute meeting notes and/or action items for all meetings, and will act as the main POC to Customer, if requested
4. **Change Management**
    - When a change to a project occurs, the Seller's project change control process will be utilized

- The project management resource will facilitate any necessary change order(s) and administrative task(s) as necessary

5. **Project Closure**
    - Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge
    - If desired, the project team will meet to recap, answer any questions, and address project transition activities and next steps

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).

- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.
This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource ("Unit Rate") multiplied by the number of units being provided ("Billable Units") for each unit type provided by Seller (see Table below).

Services Fees of $15,400.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 58 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Unit Type	Unit Rate	Billable Units	Subtotal
Technical Architect – Per Hour	$275.00	48	$13,200.00
Project Manager – Per Hour	$220.00	10	$2,200.00
Estimated Totals		**58**	**$15,400.00**

NON-SOLICITATION

Under no circumstances and notwithstanding anything to the contrary, Customer shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of the Technical Architect or Project Manager to leave the employ of Seller, or hire or engage such Technical Architect or Project Manager.

Expenses

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

Travel Notice

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**")

Location	Address
Central IT	99 2nd St E, Dickinson, ND 58601

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF DICKINSON

By: _____

Name: _____

Title: _____

Date: _____

Terms of Offer

All information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by City of Dickinson ("Customer") are the property of and are proprietary to CDW Government, LLC ("CDW Government").

Notwithstanding anything to the contrary contained in the Proposal, CDW Government declares its understanding that CDW Government's Terms and Conditions of Product Sales and Service Projects ("T&C"), as updated from time to time and provided on CDW Government's website at https://www.cdw.com/content/terms-conditions/product-sales.aspx,constitute the terms and conditions controlling the transaction contemplated by the RFP, except as otherwise agreed upon in writing by the parties. CDW Government requests that Customer review and confirm acceptance of the T&C or, if necessary, negotiate with CDW a mutually agreeable final contract. CDW Government shall not be bound to any term(s) of the RFP or the Proposal or to any contract related to the RFP until or unless: (i) Customer confirms in writing its acceptance of the T&C; or (ii) authorized representatives of CDW Government and Customer execute a written contract that is separate from the Proposal.

Except as otherwise set forth above, CDW Government agrees to maintain the validity of the Proposal for a period of thirty (30) days from the RFP-established due date ("Validity Period"), provided that there are no extraordinary changes in pricing due to unique market conditions, product discontinuation, manufacturer price changes, or other extenuating circumstances. In order to ensure CDW Government's commitment to the pricing levels and other proposed offerings contained in the Proposal, Customer may notify CDW Government via mail or e-mail that either: (i) Customer accepts CDW Government's Proposal and agrees to be bound by the T&C, or (ii) Customer intends to negotiate with CDW Government a separate agreement during the Validity Period.

CDW Government will conduct any negotiation of a final agreement with Customer in good faith. Notwithstanding the foregoing, any prices or other privileges contemplated in the Proposal shall commence on the effective date of agreement between the parties or the date of agreement or amendment to an existing agreement between the parties.

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References

Medford Water

200 S Ivy St. - Medford, OR 97501
Kris Stitt
IT Manager
541-774-2449

kris.stitt@medfordwater.org

South Sound 911

Michael Stillings
Network Engineer
Michael.Stillings@SouthSound911.org
P:253 287 4863
3580 Pacific Avenue
Tacoma, WA 98418

Monett School District

George Weston
wgeorge@monettschools.org
k-12 Reference

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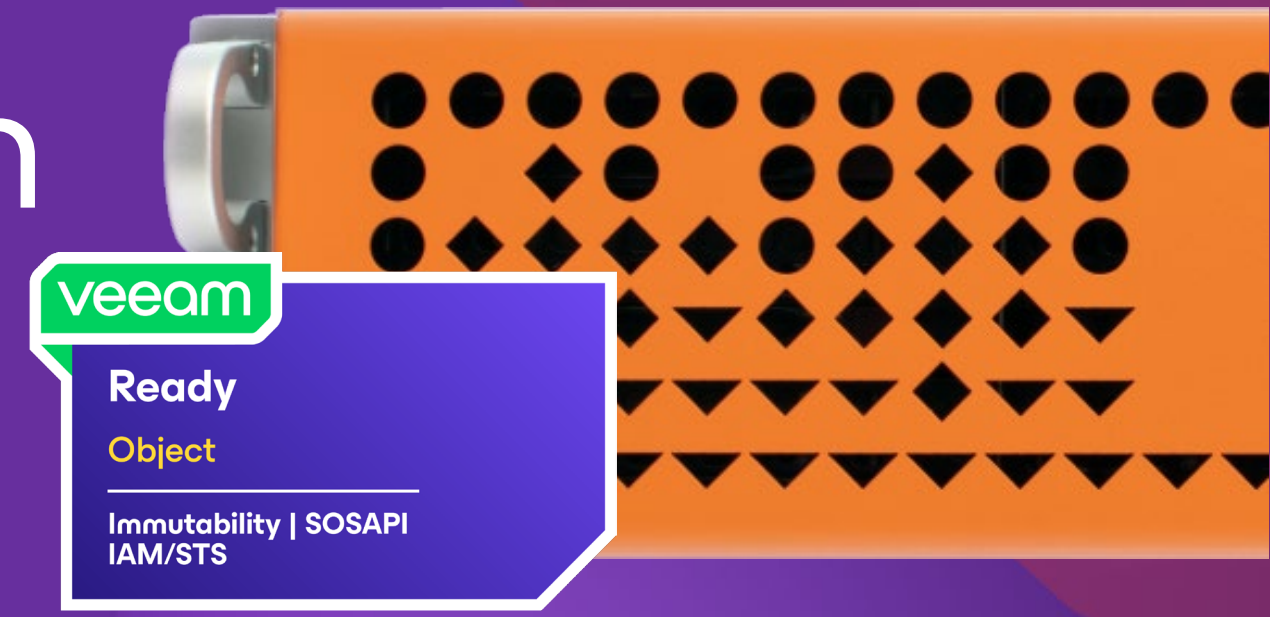
OBJECT FIRST

CDW

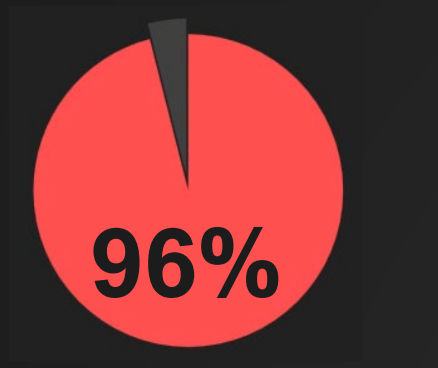
Data Protection Strategy

Prepared for City of Dickinson



Core Business Challenges

Not Secure

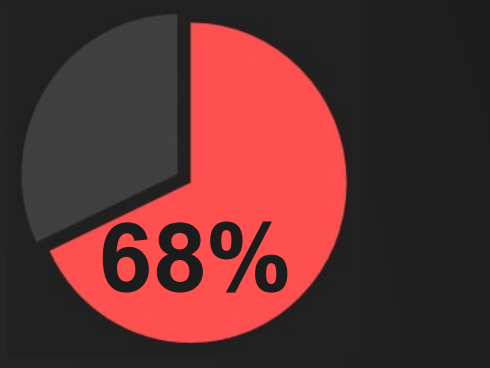


Ransomware attacks target backups*

Too Complex

Difficulty managing storage infrastructure cited by Gartner Magic Quadrant

Limited Power



Organizations would take more than a week to fully recover after an attack*

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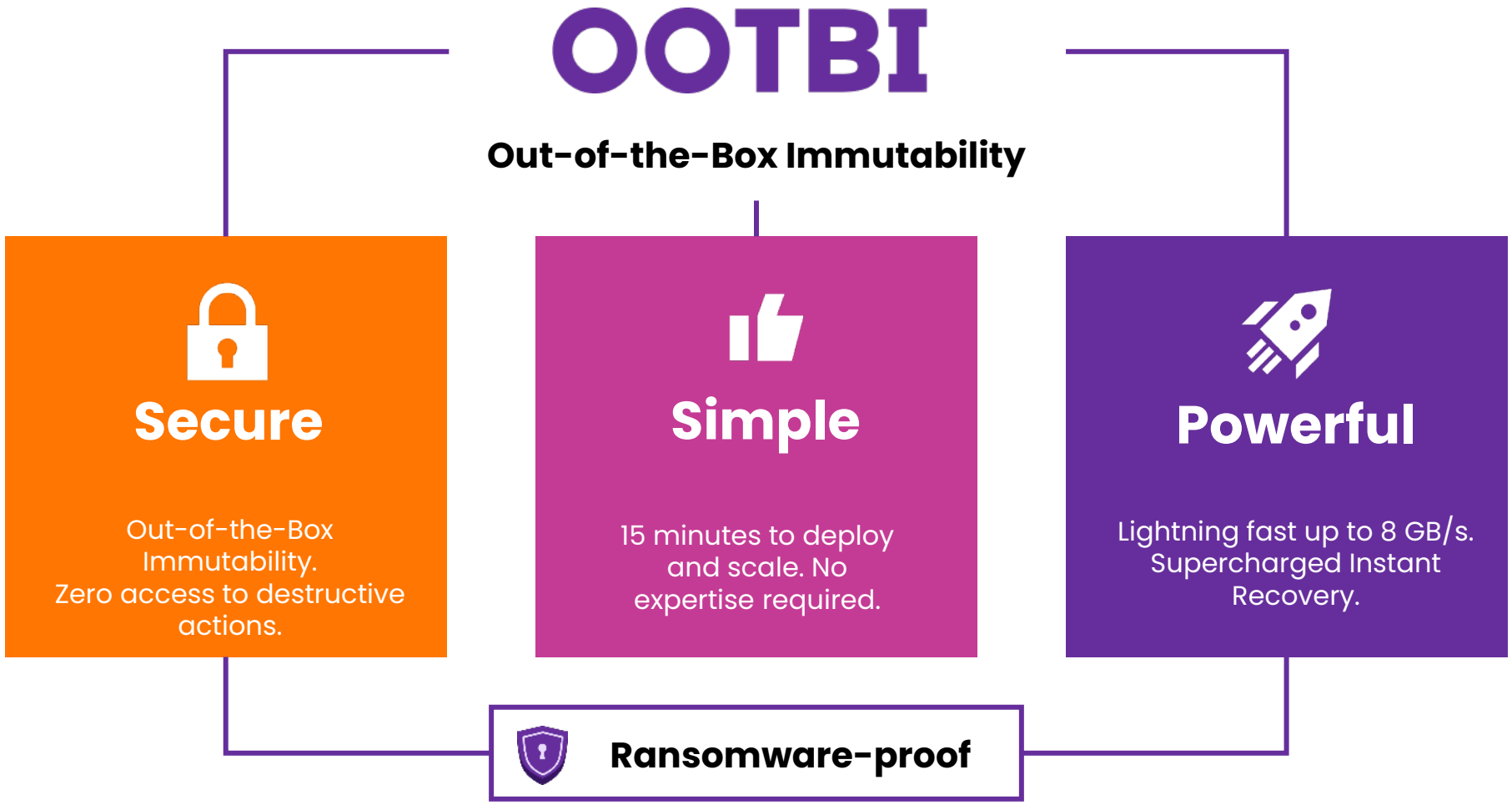
* Veeam Data Protection Report 2024

Best Storage for Veeam



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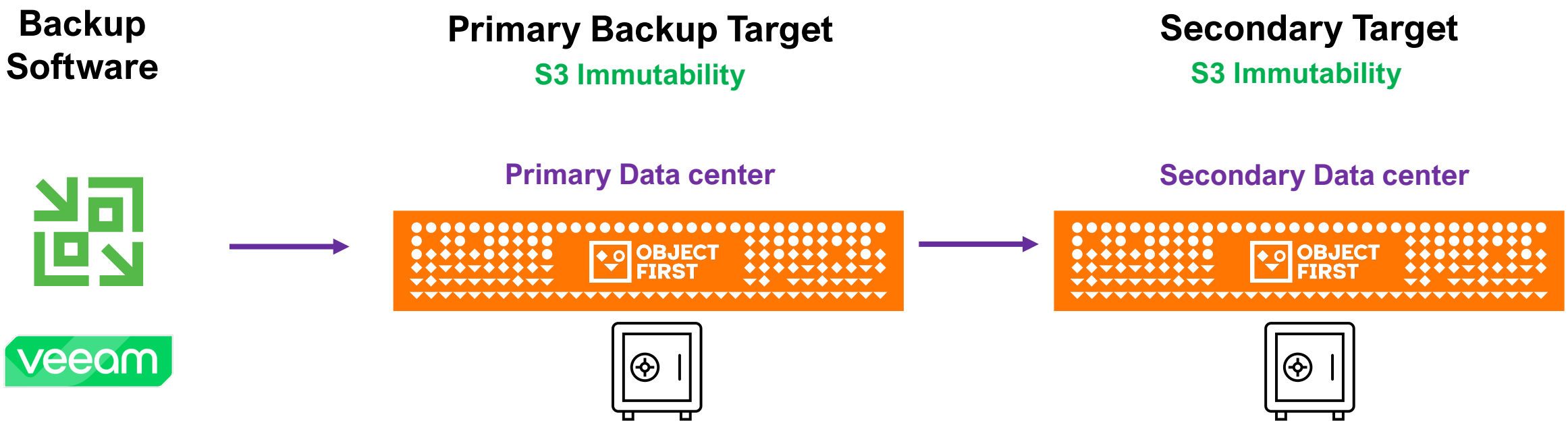
Best Storage for Veeam



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Sizing?

Each site maintains encrypted & immutable in accordance with City of Dickinson's data protection policy:

- ✓ **14** Daily Backups
- ✓ **6** Weekly Backups
- ✓ **6** Monthly Backups
- ✓ **2** Yearly Backups

Source Data: 75TB

Annual Growth: 5%

Daily Change: 3%

Data Reduction: 40%

Scope of Years: 7

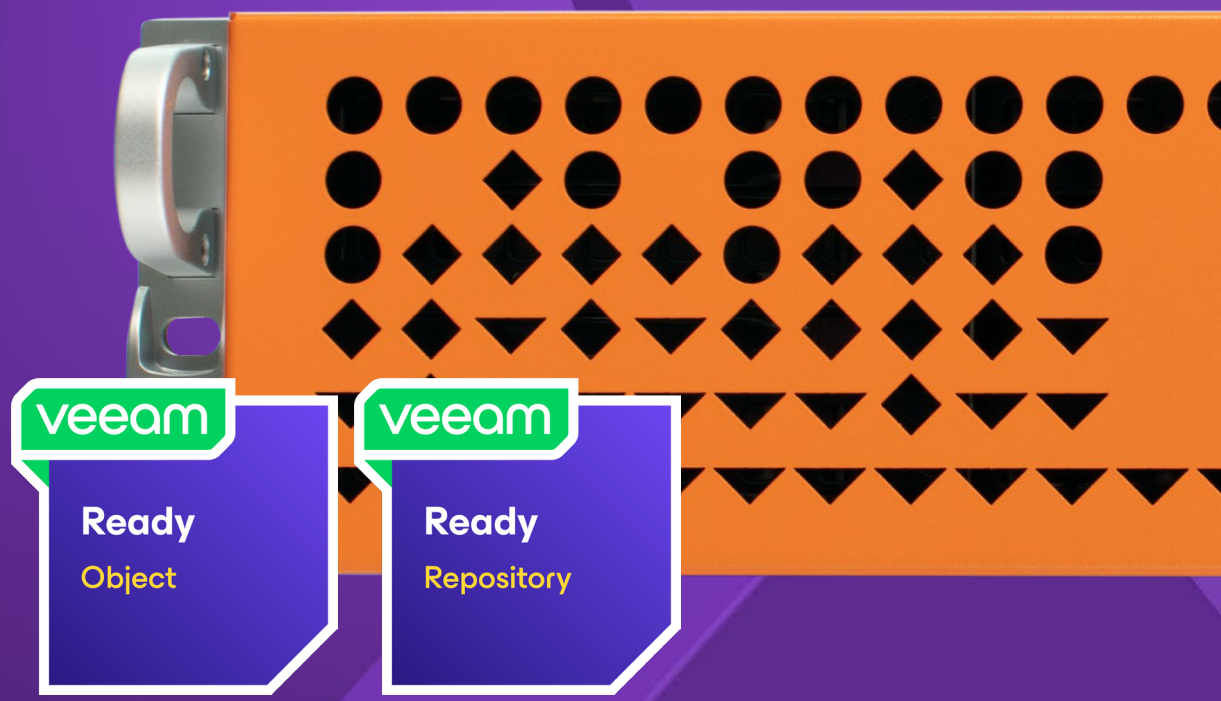
How many devices?

Capacity Option # 1

- ✓ (**x 1**) 216TB node
- ✓ (**x 1**) 432TB node
- ✓ Total Capacity = 648TB

Capacity Option # 2

- ✓ (**x 2**) 432TB node
- ✓ Total Capacity = 864TB



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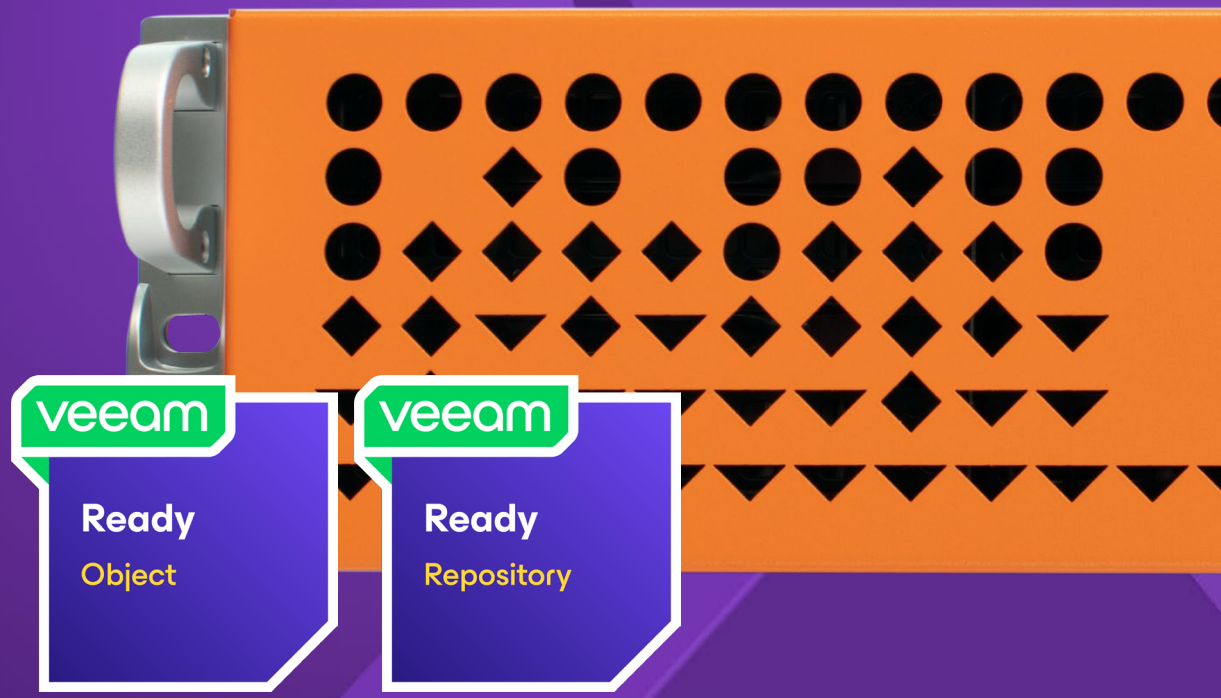
What's in the Box?

- **Hardened Linux OS** (mirror RAID)
- **NVMe** Flash Cache

- **20 - 216 TB Nodes:**
- RAID6 Array:
  - 8 Disks, 1 Spare (20 / 40 TB)
  - 10 Disks, 1 Spare (64 / 128 / 192 TB)
- Dual NIC 10 Gb (SFP+ or Base-T)

- **432 TB Nodes:**
- RAID6 Array: 20 Disks, 2 Spare
- Dual NIC 25 Gb (SFP+)



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Datasheet

OBJECT FIRST

Ootbi at a Glance

Supports **Veeam Version 12+**

Storage Type: **Object**

Communication Protocol: **S3 API**

Capacity: **20–432 TB**

Ingest Speed: **1–2 GB/s per node**

Instant Recovery Support: **20 VMs per node**

Max Cluster Size: **4 nodes**

Setup Time: **15 Minutes (or less!)**

Operating System: **Custom Hardened Linux**

Secure by design, immutable out-of-the-box, zero access to root or operating system.

Ootbi by Object First — Best Storage for Veeam™

Ootbi (Out-of-the-Box Immutability) by Object First is the best storage for Veeam. Ransomware-proof and secure by default, Ootbi delivers secure, simple, and powerful backup storage for Veeam customers.

Secure

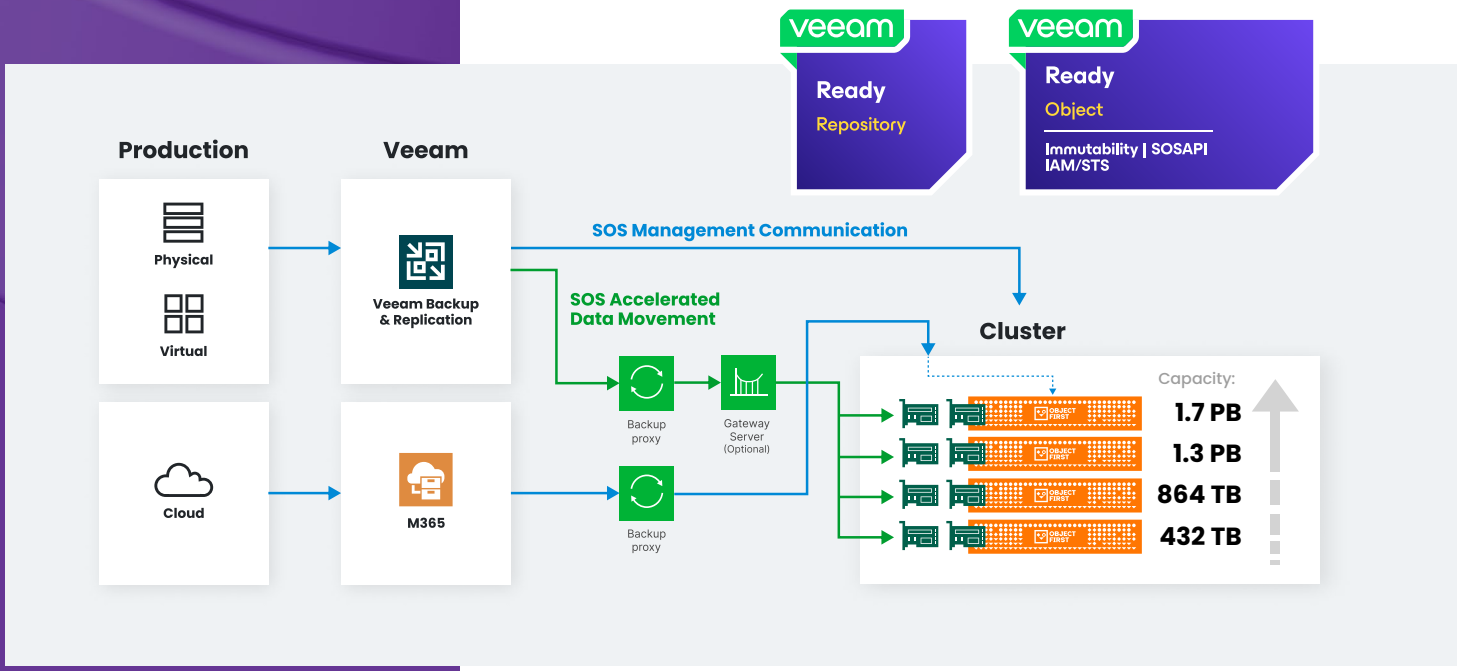
Built to support Zero Trust Data Resilience (ZTDR) security principles, Ootbi is a hardened object storage appliance with zero access to root. Repeatedly third-party tested, it's an impenetrable storage target for Veeam backup data.

Simple

No security expertise required. Setup requires 3 IPs (two physical and one vIP for the S3 endpoint), a username, password, and MFA setup. That's it!

Powerful

Ootbi has been certified to handle up to 80 concurrent Veeam Instant Recovery VMs thanks to SOS-enabled direct-to-node network access bypassing any unnecessary traffic hops that might hinder performance.



Mix, match and scale up to 1.7 PB per cluster

Scale to more than 7 PB of usable immutable storage when multiple clusters are used as extents within a Veeam Scale-Out Backup Repository (Veeam 12.1.2+ required).

Capacity:	20 TB, 40 TB	64 TB, 128 TB, 192 TB	432 TB
Maximum Nodes Per Cluster	4	4	4
Ingest speed	1 GB/s	1 GB/s	2 GB/s
Disk Arrangement			
Primary Array	8 × 4 or 8 TB HDD (RAID 6)	10 × 8, 16, or 24 TB SAS HDD (RAID 6)	22 × 24 TB HDD (RAID 6)
Hot Spare	1 × 4 or 8 TB HDD	1 × 8, 16, or 24 TB SAS HDD	2 × 24 TB HDD
Dedicated OS Disks	2 x Intel D3 S4520 240 GB SATA (RAID 1)	2 × 240 GB SATA SSD (RAID 1)	2 x M.2 480 GB (RAID 1)
Cache	800 GB Enterprise NVMe	1.6 TB Enterprise NVMe	1.6 TB Enterprise NVMe
Specifications			
Form Factor	2U Rackmount	2U Rackmount	2U Rackmount
Dimensions (W x H x D)	17.2″ x 3.5″ x 25.5″ (43.7 cm x 8.9 cm x 64.8 cm)	19″ x 3.5″ x 25.5″ (48.3 cm x 8.9 cm x 64.8 cm)	18.9″ x 3.4″ x 32″ (48.0 cm x 8.6 cm x 81.3 cm)
Weight	52 lbs / 24 kg	75 lbs / 34 kg	138 lbs / 63 kg
Network Interface	2 × 10G Base-T or 2 × 10G SFP+	2 × 10G Base-T or 2 × 10G SFP+	2 × 25G SFP28
Management	Dedicated IPMI 2.0 – RJ45	Dedicated IPMI 2.0 – RJ45	Dedicated iDRAC RJ45
Power			
Total Output Power	2x Redundant (1+1), 800 W (100-240v AC)	2x Redundant (1+1), 1000 W / 1200 W	2x, Redundant (1+1), 1100 W MM (100-240v AC) Titanium
Power Cables	Region-specific power cables included	Region-specific power cables included	Region-specific power cables included
Idle / Backing Up / Max Peak	185 W / 230 W / 240 W	252 W / 400 W / 540 W	415 W / 766 W / 969 W

All product specifications, statements, information, and data (collectively, the "Information") in this datasheet or made available on Object First's website are subject to change. The customer is responsible for checking and verifying the extent to which the Information contained in this datasheet is applicable to an order at the time the order is placed. All Information given herein is believed to be accurate and reliable, but it is presented without guarantee, warranty, or responsibility of any kind, expressed or implied. Statements of suitability for certain applications are based on Object First's knowledge of typical operating conditions for such applications but are not intended to constitute and Object First specifically disclaims any warranty concerning suitability for a specific customer application or use.

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Object First Support: FAQ

How to Contact Object First Support?

- Contact us through our website's support portal at https://objectfirst.com/support/, via email at support@objectfirst.com, or by calling our US number: +1 (844) 569-0653
- The team provides support, 24 × 365 days a year, to address any support issues or questions.

How Do We Prioritize Tickets?

Severity 1
Ootbi is not available or server is down
1 Hour

Severity 2
Ootbi is running in degraded state
4 Hours

Severity 3
Ootbi is running. General questions and consultations
4 Business Hours*

How does Object First Support Collaborate with Veeam?

- We work closely with Veeam to ensure seamless integration and optimal performance. Our collaboration with Veeam is built on a deep understanding of their products.
- Joint investigations are dependent on customers having both Object First and Veeam support.

How are We Different from Other Storage Vendors?

- We liaise directly with Veeam to provide a seamless support experience and communication. Unlike other vendors, we are involved in the case and actively communicate with Veeam.

What are Other Resources?

- The Object First Help Center, https://objectfirst.com/help/, serves as another resource to ensure a smooth deployment and overall product use. You can find the Object First Quick Start Guide, User Guide, How-To Guides, Support & Troubleshooting info, as well as Release Notes on this page.

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About CDW Government

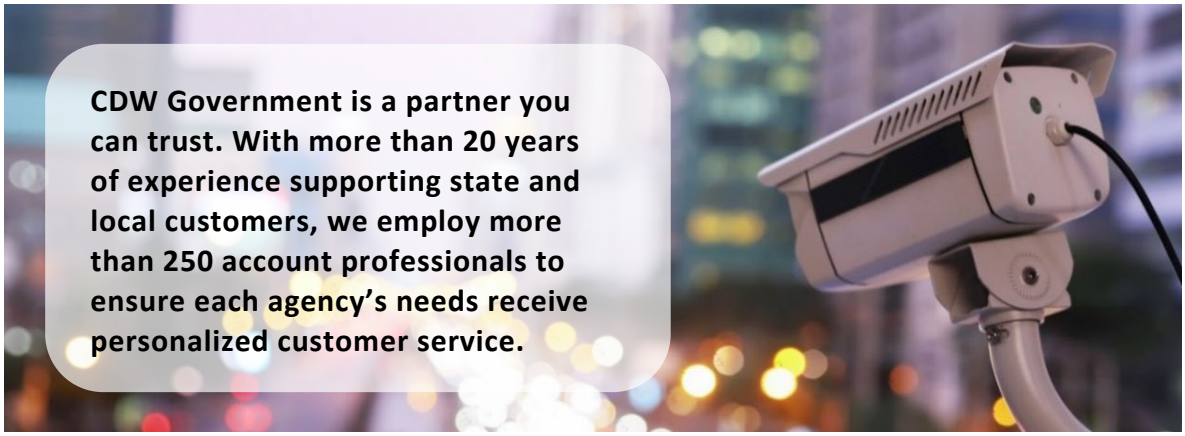
CDW Government LLC (CDW Government) is a wholly owned subsidiary of CDW LLC (CDW), a leading multi-brand technology solutions provider to business, government, education, and healthcare organizations in the U.S., the U.K., and Canada. Recognizing the unique challenges and opportunities of our public sector customers, we established CDW Government in 1998 to focus on the specific needs of our education and government customers. Our teams are broken down by segment, with separate teams serving state and local and federal government customers. For local specialization, teams are further organized into geographic regions. We have an expansive network of offices near major cities and a large team of field coworkers across the U.S. CDW's sustainable growth and continued financial stability serve to assure City of Dickinson that we are here to stay and can support you through the life of this contract and beyond.

CDW Quick Facts

- **Vernon Hills, IL**
  U.S. Headquarters
- **$21B**
  2024 Annual Net Sales
- **15,100**
  Coworkers
- **250,000+**
  Customers
- **205**
  Fortune 500 Ranking
- **#5**
  CRN's Solution Provider 500 List

State and Local Government Expertise

With more than 20 years of experience serving state and local governments, CDW Government can help you implement the right technology solutions to meet your agency's mission and goals and better prepare for tomorrow's IT challenges. We have more than 250 account professionals serving all 50 states from the largest state agencies to the smallest rural communities. Through regional segmentation, we ensure that each agency's needs are addressed with personalized customer service. Your dedicated teams are well-attuned to the legislative and fiscal calendars at the state level, as well as business cycles and practices of major metropolitan areas.



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Specialized Focus Areas

Based on our understanding of government practice, we have developed specialized focus

areas, including small and rural cities, utilities, transit, and public safety.

Small and Rural Cities

Through tailored solutions and dedicated support, CDW Government is committed to empowering cities of 20,000 citizens or less with the technology and resources needed to deliver essential public services. We focus on enhancing service delivery through scalable solutions, advanced technology integration, and proactive security measures, ensuring efficient operations and improved citizen services.

Utilities

We have supported public utility customers across thousands of projects, and currently serve approximately 6,000 electric, gas, water, sewage, sanitary, and irrigation customers across the United States. Our teams focus on solutions that help solve pressing challenges, such as security threats and risks, urgent government mandates, and optimizing collaboration across teams.

Transportation

We help transportation customers enhance operational efficiency, improve safety, and drive digital transformation through innovative technology solutions. By leveraging IoT, edge computing, and smart infrastructure, CDW Government helps transportation organizations implement systems that optimize traffic management, monitor fleet performance, and enable predictive maintenance.

Public Safety

With more than 20 years of experience and 100s of engagements, we understand that access to real-time data helps improve first responders' response time and streamline agencies' operations for greater flexibility and reliability. Our dedicated team of public

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safety specialists has the expertise and partnerships to design and deploy public safety IT solutions quickly and efficiently.

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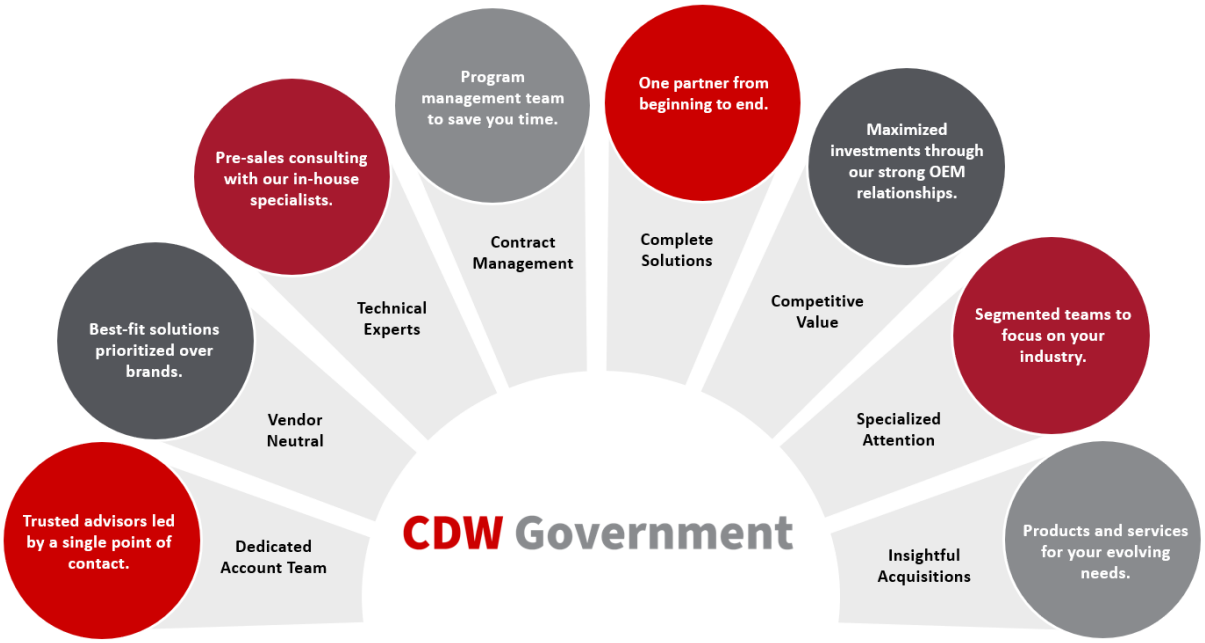
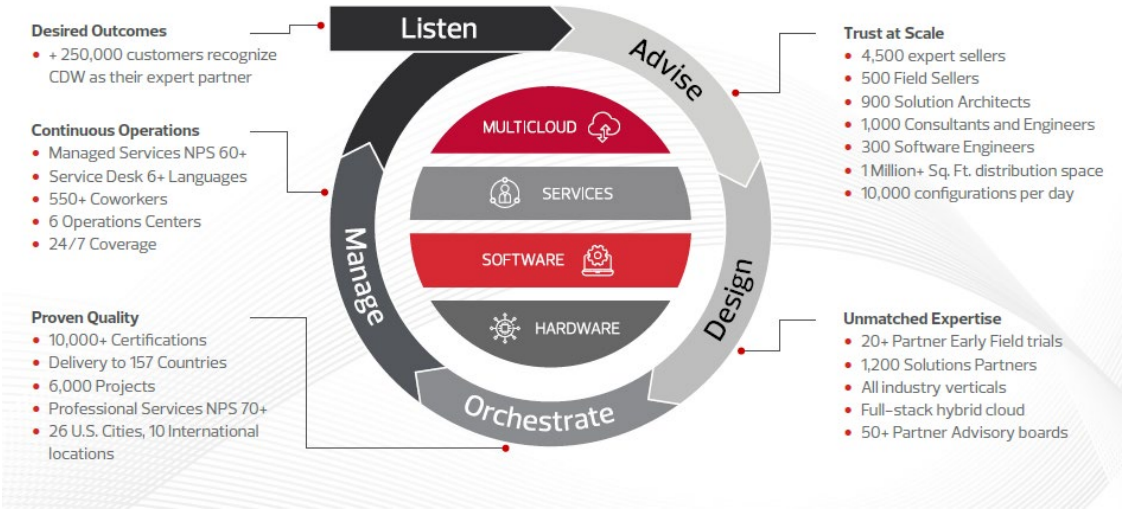
Strengths, Best Practices, and Value

By aligning with CDW Government , your organization can take advantage of our strengths, best practices, and value-added services.



Full Stack. Full Lifecycle. Full Outcomes.

We make complex solutions easy and efficient with our full life-cycle approach - Listen, Advise, Design, Orchestrate, and Manage.



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Dedicated Support Resources

When you work with CDW Government, you have access to expertise that is not available within your organization. Our teams will tailor a piece of equipment or an entire network to deliver the most effective and sustainable results.

Daily Account Management

Your account management team is responsible for managing your procurement needs and overseeing all facets of your account. The team will establish a regular meeting cadence to discuss your current needs, IT standards, and long-term goals.

Tola Akande, Account Representative
P: (312) 547-2016, E: tola.akande@cdwg.com

Sales Leadership

Your sales leaders help develop strategies that best serve your long-term success. They are also responsible for building and maintaining strong partner relationships that we can leverage to benefit your organization.

Alan Radevski, Sales Manager
P: (847) 371-5893, E: ALANRAD@cdw.com

Presales IT Expert Consultants

Your account management team will engage our in-house resources as needed to help City of Dickinson develop the best solution for your unique needs, challenges, and long-term goals. Trained in specific technologies, solutions, and/or partner products, CDW's specialists work with you to offer advice on the best fit solutions.

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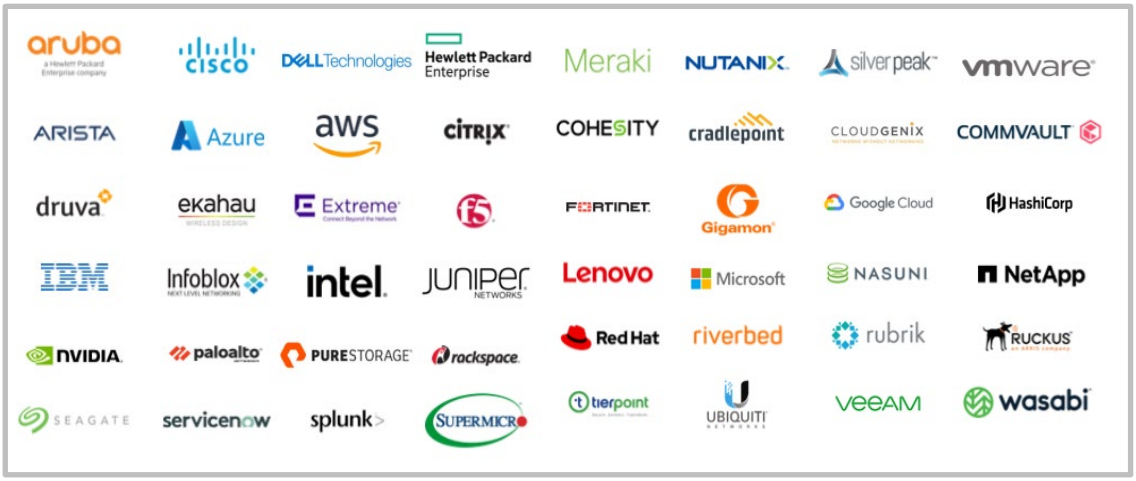
Strong Vendor Partnerships

When it comes to IT, we know City of Dickinson has many choices. When you work with CDW Government , we will leverage our strong industry partnerships with leading manufacturers and service providers to help you obtain the best value for your complete IT solution. With more than 1,000 industry-leading vendor partners, we give City of Dickinson access to one of the largest technology portfolios in the industry. Our partnership will also provide you with:

- **Product Insight**. We work closely with the leading manufacturers to review roadmaps and evaluate new models. This enables us to develop strategies for smooth upgrades and transitions, and directly informs our advice and recommendations to City of Dickinson.
- **In-House Expertise.** Our account managers and technical staff are regularly trained and certified by our manufacturing partners to ensure optimal product deployment and management in your environment.
- **Expedited Access.** Some of our top vendor partners staff representatives at CDW to facilitate requests for information and assist with solution design, giving you direct access to their expertise and insight.
- **Seamless Deployment.** Our account teams build strong relationships with our partners through regular communication and collaboration. This helps ensure a smooth deployment process from beginning to end.
- **Risk Mitigation**. We receive detailed insight into supply chain availability, manufacturing delays, distribution shortages, overstocks, and other disruptions. This allows us to better forecast product availability and plan for your needs.
- **Best Value Solutions.** We leverage our relationships to secure competitive prices and ensure we deliver the best value to maximize your investments.

For a full list of our vendor partners, please visit https://www.cdw.com/content/cdw/en/brand.html.



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Simplify Your IT Journey

Large In-Stock Inventory and In-House Services

A significant advantage we offer City of Dickinson is our ability to deliver the right products, at the right value, right when you need them. CDW has two large, strategically located distribution centers controlled by a state-of-the-art Warehouse Management System that ensures speed and accuracy throughout the order fulfillment and distribution processes (**Figure 2**). The Vernon Hills and North Las Vegas locations facilitate quick distribution of products, as well as provide configuration capabilities in-house.

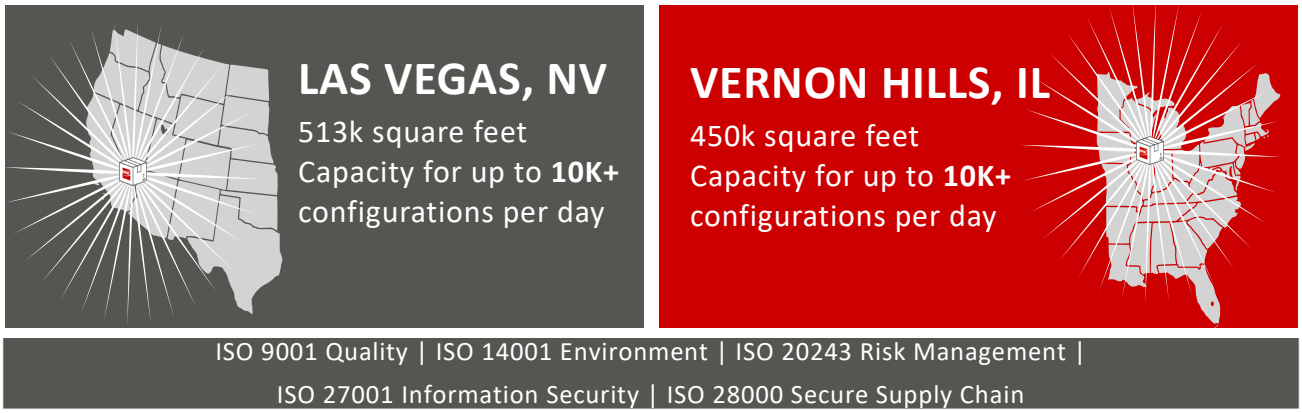

Figure 1 - Our distribution and configuration centers help ensure speed and accuracy throughout the project.

To supplement our direct purchasing model, CDW has developed strong affiliations with principal channel distributors. Our distribution centers are close to principal distributors; this enables us to quickly obtain competitively priced, non-stocked items.

Streamline Your Experience

Your CDW Government team works closely with City of Dickinson's key stakeholders, as well as your selected manufacturers (OEMs) and service providers. We will be your single point of contact, facilitating communication and simplifying your experience.

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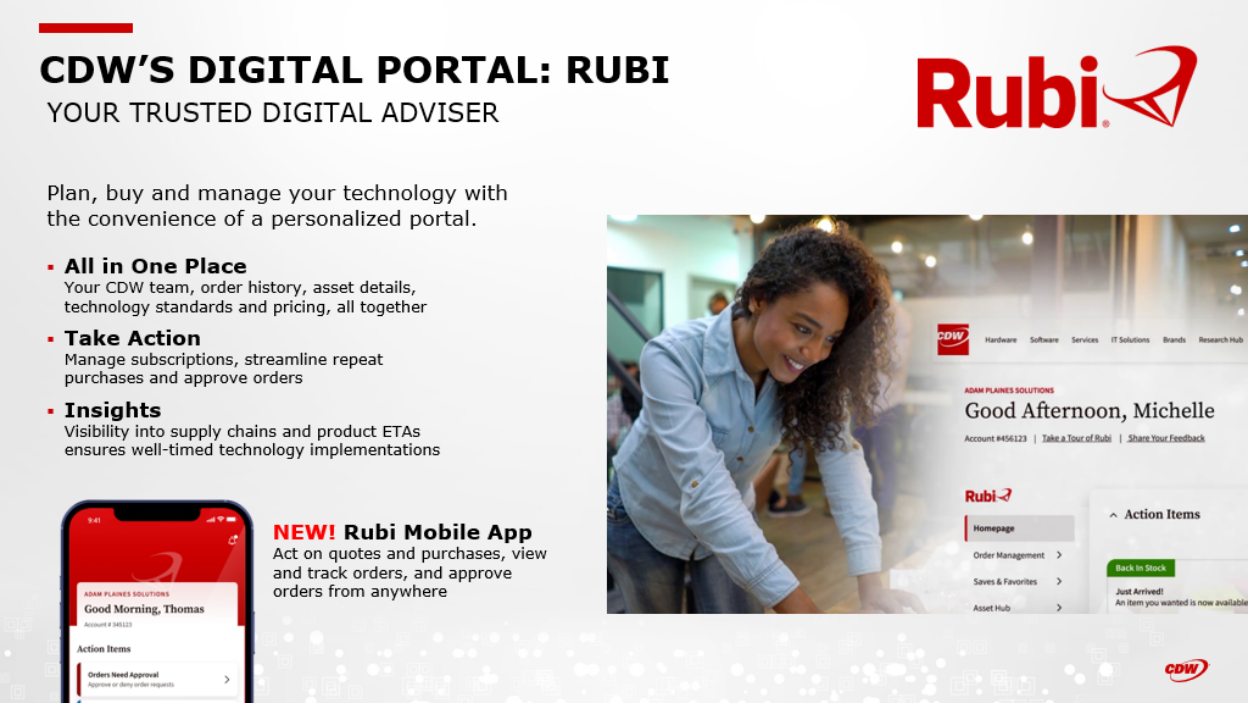
All in One Place – Your Online CDW Account Portal

CDW.com is a full-commerce-enabled website, filterable by industry, with functions that include product search, browse and compare, checkout, and access to a digital account portal to manage your technology investments.

Your customizable Rubi portal serves as your trusted digital adviser. An example of our customer-centric approach, Rubi is the evolution of your CDW Account Center, developed in direct response to customer feedback.

Rubi helps you plan, procure, and manage assets across your technology lifecycle with greater confidence and less complexity. From one central portal, configurable for relevance, you can simplify the ordering process, access industry knowledge, and collaborate with technology experts to take more informed action on your investments.



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Additional Support Resources

Technology Specialists

Our teams of technology specialists are highly trained and experienced products and technologies including:

Leasing and Finance	Security
Managed Print Services	Servers and Storage
Mobility	Software Licensing and Management
Networking	Unified Communications/Collaboration
Power and Cooling	Voice and Data

Presales Systems Engineers

CDW has a large team of more than 100 presales systems engineers who hold vendor-funded positions and provide presales support for that partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance.

Solution Architects

Our teams of solution architects work closely with the vendor partners whose solutions they design. They assess your environment and work with your IT staff to design plans for solutions that boost productivity and improve operational efficiencies. They are extremely knowledgeable about the latest technologies and have important insight regarding different solutions.

Onsite Vendor Representatives

CDW has manufacturer and software publisher representatives onsite at our sales offices to assist account managers and specialists with requests for technology roadmaps and other information, and to provide training on an ongoing basis. CDW's strong relationships facilitate presales consultation and timely notification regarding product changes and products going "end of life."

Ongoing Customer Support

CDW strives to provide outstanding customer support and resolve issues quickly. While your account manager can generally handle most issues and concerns, our Technical Support, Customer Relations, and Site Support staffs are available to help. CDW•G has customer relations representatives who are available to resolve post-sales inquiries from 7:00 a.m. until 7:00 p.m. CT, Monday through Friday. We service customers through phone support, email, and live chat. Excellence in customer service is a top priority for CDW Government. We have many quality controls and metrics in place to ensure high

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quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure that we provide continuous, high-quality customer service. We adjust and evaluate process changes as needed when we see high volumes for certain types of issues.

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Environmental Responsibility

CDW has long been conscious of our impact on the environment. Our approach is to be sustainable and efficient in our operational practices and seek to positively impact the environmental performance of our value chain. Our environmental policies, procedures, and facilities management guide our day-to-day operations.

Given CDW's role in the technology sector as a leading multi-brand technology solutions provider, our greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our partners and customers to help them achieve their environmental goals. This includes continuing to expand our offering of sustainable and socially responsible technology products and solutions.

Additionally, as part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business.

ISO 14001:2015 Certification

All CDW distribution centers (two in the U.S. and one in the U.K.), and two of our U.K. offices, hold ISO 14001 certifications, the international standard for Environmental Management Systems (EMS). These certifications ensure consistency and effectiveness in our EMS and demonstrate our long-established commitment to managing our business responsibly.

2023 Environmental Highlights

This year was our most impactful year to date in formalizing our approach to climate action. We significantly elevated our efforts to do our part to address the broader issue of climate change. We furthered our collaboration with partners and bolstered sales enablement efforts for ESG solutions, empowering our customers to advance climate action deliberately and strategically. Notable highlights from 2023 include:

- **Announced Greenhouse Gas (GHG) Reduction Targets**: Under the leadership of our Climate Task Force, and with support from senior leadership, we committed to set near-term, company-wide emissions reductions in line with climate science with the Science Based Targets initiative (SBTi). We submitted our targets for validation and are awaiting approval from SBTi.
- **Outperformed Waste Diversion Goal (92%):** For the fifth year in a row, our two US distribution centers outperformed their waste diversion goal of 90% by recycling 1,700 tons of packaging material, 7,494 tons of cardboard, 306 tons of paper, as well as wood and plastic pallets.

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- **Created CDW Climate Action Committee**. This committee evolved from our Climate Task Force into an ongoing cross-functional, global group of CDW leaders to oversee projects and implement best practices in support of our GHG emissions reduction targets. In 2024, the Climate Action Committee will focus on developing the workstreams and subcommittees of subject matter experts needed to help us deliver on our goals.
- **Focus on Energy-Efficient Buildings.** In 2023, we consolidated two Arizona locations into one new LEED Gold building in Tempe that provides a state-of-the-art workplace that harmoniously incorporates sustainability principles, advanced technology and aesthetics. Within CDW's real estate portfolio in North America, this office stands as one of 10 LEED Gold-certified offices and one of 16 LEED-certified sites across the continent.

For more information on CDW's sustainability efforts, please see our https://webobjects2.cdw.com/is/content/CDW/cdw/on-domain-cdw/cdw-branded/esg/cdw-2023-esg-report-final.pdf.

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Commitment to Strategic Partnerships

Our commitment to strategically partner with qualified businesses enables CDW to continue delivering the best customer experience, while contributing to economic growth in local communities. Since launching our program in 2007, we have spent more than $25 billion with small, community-based businesses; we currently partner with more than 1,500 strategic partners, including, but not limited to, product manufacturers, distributors, and service providers.

CDW has implemented a fair and transparent bidding and selection process that promotes equal access and consideration for all suppliers. We actively engage strategic partners in our solicitations, provide clear evaluation criteria, and offer support and guidance during the bidding process. In addition, we conduct supplier outreach sessions to educate our suppliers on our procurement processes and foster stronger partnerships.

We can help City of Dickinson meet your business spend goals by connecting you with qualified suppliers in our network that match your needs.

We continually evolve our program to align with our community, address our customers' needs, and endorse equal opportunity. In 2023, we achieved $3.2 billion in diverse spend, and it was our fifth straight year as a member of the Billion Dollar Roundtable – an exclusive group of U.S.-based companies that each spend $1 billion or more with diverse suppliers on a Tier 1 basis.

Organizations We Support

CDW actively participates in various organizations that promote a resilient supply chain reflective of the community and customers we serve and support our efforts to meet and exceed our customer's requirements. Through these affiliations, we stay updated on best practices, network with a broad set of suppliers, and contribute to building stronger communities.

Fostering a Welcoming and Respectful Culture for All at CDW

CDW's long standing values and philosophies for success have defined us since the organization's inception. We are committed to fostering a welcoming and respectful culture where every coworker can thrive, with a focus on growth, engagement, and shared success. We believe when coworkers bring their authentic selves and unique perspectives to work, we all become better collaborators and bold innovators.

CDW's Business Resource Groups (BRGs) are vital to the coworker experience. These coworker-led groups encourage connection, allyship, and belonging, in addition to providing professional development opportunities across the globe. For further information visit: One CDW | CDW.

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Appendix

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	The Phoenix Insurance Company	25623
INSURER B:	The Charter Oak Fire Insurance Company	25615
INSURER C:	Travelers Property Cas Co of America	25674
INSURER D:	Travelers Commercial Casualty Co	40282
INSURER E:	Lloyd's Syndicate No. 3623	AA1120055
INSURER F:		

INSURED
CDW Corporation
200 North Milwaukee Avenue
Vernon Hills IL 60061 USA

COVERAGES **CERTIFICATE NUMBER:** 570108652841 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			H6605D53096APHX24 see addendum	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BA-6N190234-24-I3-G	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION			CUP6J53867924I3 SIR applies per policy terms & conditions	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE Retained Limit	$5,000,000 $5,000,000 $10,000
D C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB8P79604A2451K AOS UB8P8306872451R AZ, MA, WI	10/01/2024 10/01/2024	10/01/2025 10/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
E	E&O - Miscellaneous Professional-Primary			W19A8C241001 Claims Made-cyber/network SIR applies per policy terms & conditions	10/01/2024	10/01/2025	Each Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage
Named Insured includes: CDW Government LLC, CDW LLC, CDW Direct LLC, CDW Logistics LLC, CDW Technologies LLC and CDW Finance Corporation, Sirius Computer Solutions LLC, Amplified IT, LLC, Infogroup Northwest, LLC, Focal Point Data Risk, LLC, Locus Recruiting, LLC, and Enquizit LLC.

CERTIFICATE HOLDER

CDW Corporation
200 North Milwaukee Avenue
Vernon Hills IL 60061 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570108652841

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	CDW Corporation
POLICY NUMBER	
See Certificate Number: 570108652841	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570108652841	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Commercial General Liability

Commercial General Liability

Policy# H6605D53096APHX24

State and Insurer(s) Affording Coverage

California	Travelers Property Casualty Company of America	NAIC# 25674
All Other	The Phoenix Insurance Company	NAIC# 25623

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75 Tri-State International
Lincolnshire, IL 60069

CDW.com

January 01, 2025

To CDW Government LLC Customers:

CDW Government LLC is your supplier/vendor. CDW Government LLC's FEIN is 36-4230110. This is the number displayed on our invoices.

CDW Government LLC is treated as a disregarded entity for federal income tax purposes. The Internal Revenue Service requires the W-9 to be completed by an entity that is not a disregarded entity for federal tax purposes. For CDW Government LLC, that entity is the parent corporation, CDW LLC, FEIN 36-3310735. Consequently, CDW Government LLC's W-9 lists CDW LLC as the "Name (as shown on the income tax return)" and the "Business name" as CDW Government LLC.

The address on our W-9, (230 N. Milwaukee Ave. Vernon Hills, IL 60061), is our mailing address registered with the IRS. CDW Government LLC requests your payments to be mailed to another address, (75 Remittance Dr, Suite 1515, Chicago, IL 60675). This is merely for payment processing and is not a CDW Government LLC physical location.

We apologize for any confusion our organizational structure may cause you; however, we have completed the W-9 as required by the Internal Revenue Service.

Please feel free to contact us at taxteam@cdw.com should you have any questions or require additional documentation.

Thank you,

CDW Tax Department

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CDW LLC

2 Business name/disregarded entity name, if different from above.

CDW Government LLC, CDW Government

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)..... **C**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) **N/A**

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

200 N MILWAUKEE AVE

6 City, state, and ZIP code

VERNON HILLS, IL 60061

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	6	–	3	3	1	0	7	3	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Lenore Vidal **Date** 01/01/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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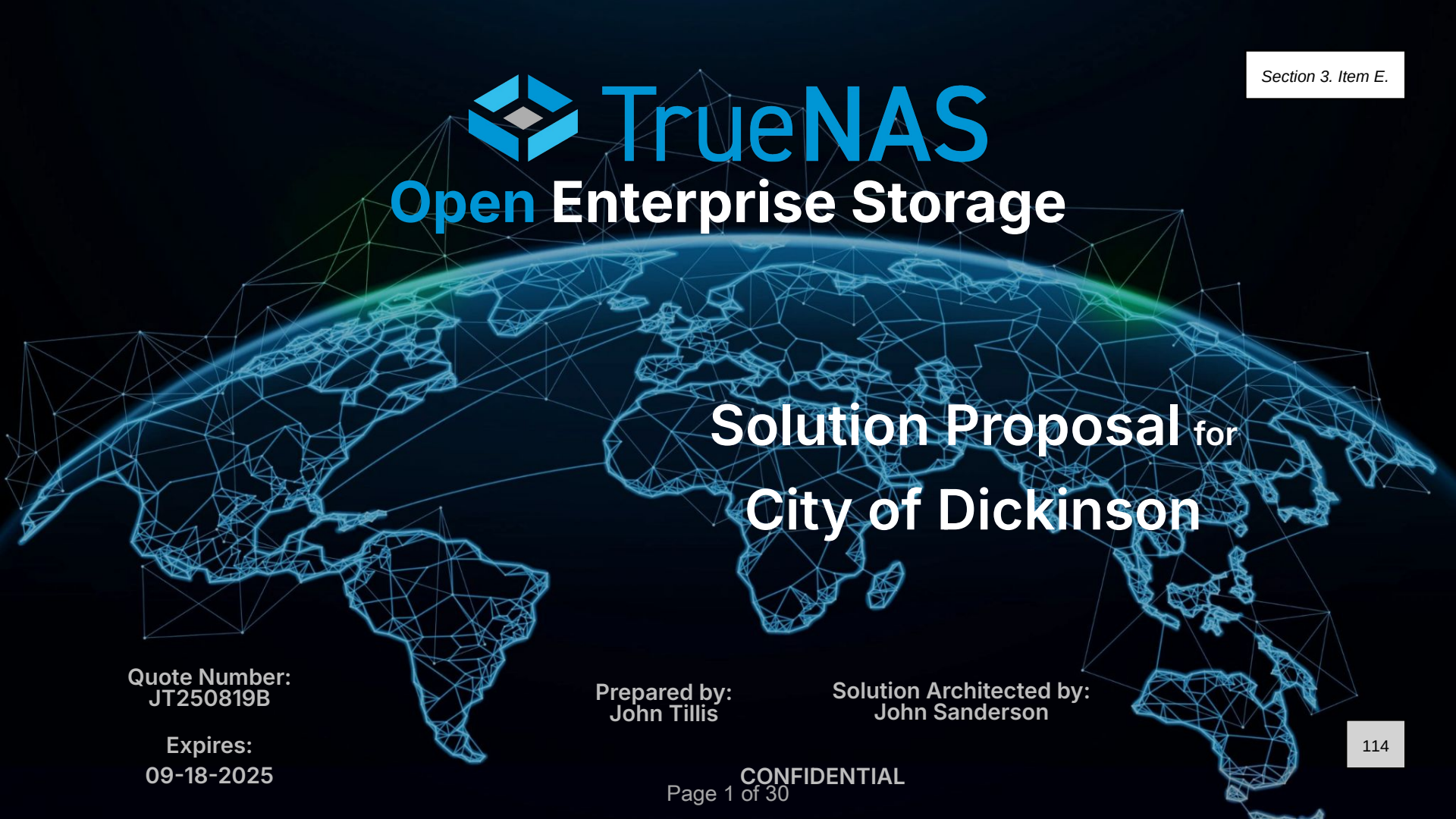

TrueNAS

Open Enterprise Storage

Solution Proposal for City of Dickinson

Quote Number:
JT250819B

Expires:
09-18-2025

Prepared by:
John Tillis

Solution Architected by:
John Sanderson

Proposal Agenda

1. Executive Overview & Summary
   - 1.1. Executive Overview
   - 1.2. Solution Summary
2. What Our Valued Customers Say
   - 2.1. Gartner Peer Insights
   - 2.2. Marquee Customers
   - 2.3. Customer Testimonials
3. TrueNAS Overview & Support
   - 3.1. TrueNAS Overview
   - 3.2. Enterprise Support
4. Solution Configuration
   - 4.1. Storage & Scalability
   - 4.2. Performance & Networking
   - 4.3. Compute & Power
   - 4.4. Environmental
5. Pricing & Purchasing
   - 5.1. True Cost of Storage
   - 5.2. Pricing Table
   - 5.3. Billing & Shipping
   - 5.4. Remittance Details

Proposed Solutions & Clarifications on RFP Requirements

We are proposing two high availability solutions that fully align with the requirements outlined in the City of Dickinson Immutable On-Premise Backup Storage Server RFP. Both configurations are designed to deliver enterprise class resiliency, performance, and scalability, ensuring they meet and exceed the City's current and future needs.

The M60-HA and the F100-HA solutions each provide:

- RTO - Critical Systems - we want to boot the image with 30 seconds to 3 minutes and be fully restored within 3-7 Days
- RPO - 24 Hours
- 99.999% uptime (five 9s availability)
- High availability architecture with multiple processing nodes
- Redundant power supplies and redundant NICs to ensure continuous service and fault tolerance
- Consistent achievement of RTO and RPO requirements
- Native immutability (via S3 with Minio), that is fully compatible with Veeam Backup and Replication Essentials
- Built, designed, and engineered solely for the purpose of immutable backup storage

The M60-HA is a balanced hybrid platform combining performance and capacity. In addition, based on the City's interest in an all flash solution noted in the Q&A, we are proposing the F100-HA, an all-NVMe option. This configuration provides the same high availability architecture while delivering extremely low latency, lower drive failure rates, and maximum throughput for workloads that demand the highest levels of performance. Both solutions are built to scale and adapt as future storage and performance demands grow.

To complement the technology, we are also proposing our Gold Support tier, which delivers enterprise level support, proactive monitoring, and rapid response to maintain system reliability and long term success.

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TrueNAS in 2025

Leading Enterprise Storage with 1M+ Deployments

Our mission is to provide more performance, reliability, security, and quality of support per dollar than anything else on the market.

TrueNAS
OPEN ENTERPRISE STORAGE

- > 1M Deployments
- 400K Active Systems
- Storing >100,000 Petabytes
- Adoption growing faster than ever
- > 60% of the F500 ...can't be wrong.

Storage Customer Choice Leader

3x Gartner Peer Insights Customers Choice Winner

Distributed File Systems

Primary Storage (2024)

Primary Storage (2023)

Customer Experience

Evaluation & Contracting	4.8
Integration & Deployment	4.9
Service & Support	4.9
Product Capabilities	4.8

Gartner's Highest Customer Satisfaction Rating

4.9

As rated by enterprise customers

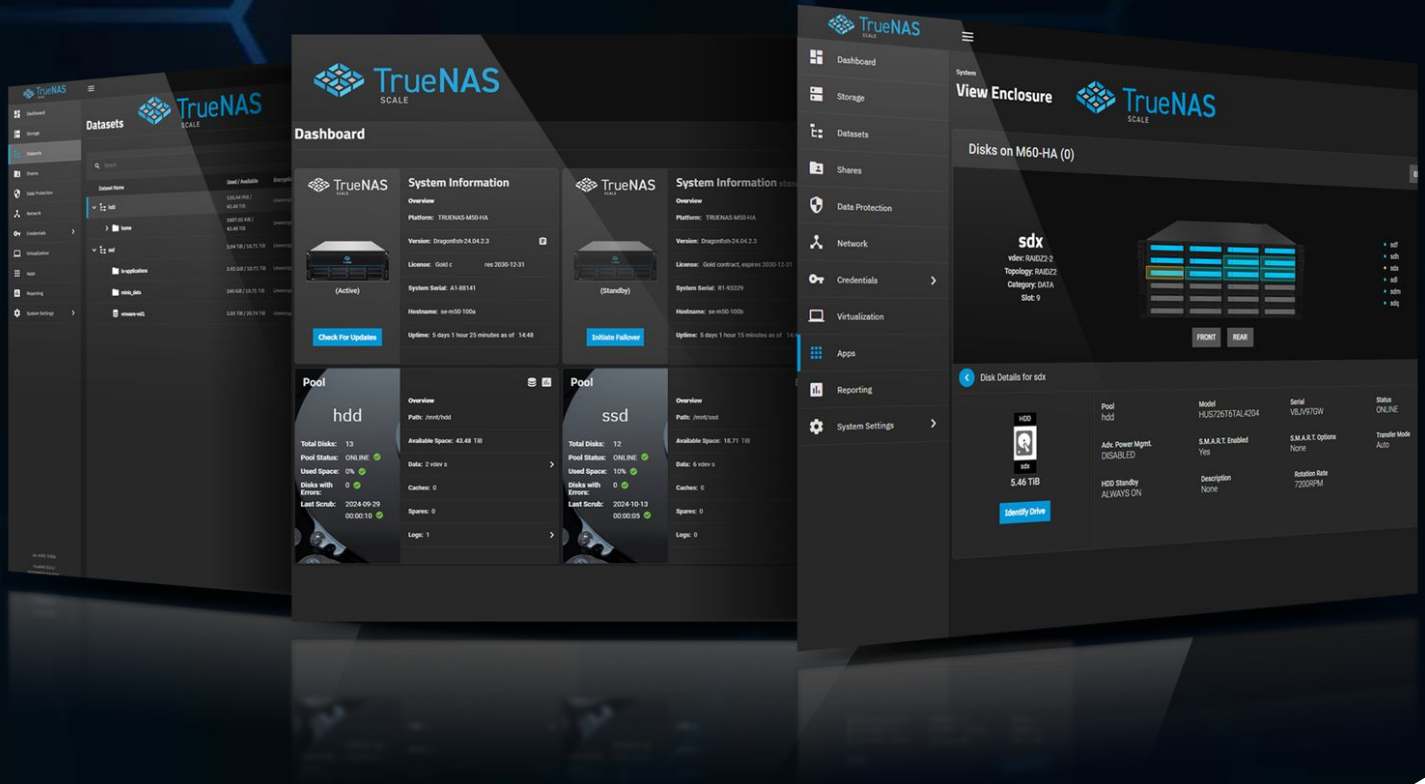
TrueNAS Powers Critical Industries Worldwide

Global Reach: Over 60% of the Fortune 500

- AUTOMOTIVE
- EDUCATION
- GAMING
- GOVERNMENT
- SECURITY & DEFENSE
- MANUFACTURING
- TECHNOLOGY
- HEALTHCARE
- MEDIA & ENTERTAINMENT
- SERVICE PROVIDER
- RESEARCH
- OTHER

TrueNAS

How Does TrueNAS Stack up?



TrueNAS

Secure // ZFS

Ultimate Data Protection
TrueNAS provides an extensive array of data protection features, starting with an open-source software-defined filesystem and volume manager (OpenZFS), which is a copy-on-write self-healing filesystem that provides automatic disk scrubbing, bit rot protection, end-to-end checksums, mirrored and parity based RAID, hot sparing, adaptive read and write caching, immutable snapshots, and multiple replication and encryption options.

TrueSecure™ 🔒
TrueNAS complies with the requirements of the NIST Cybersecurity Framework. With this foundation, TrueNAS can be used for federal government use cases from military bases to law enforcement and secure research organizations. TrueNAS also has General Purpose OS STIG support and NIST 800-209 compliance to meet US federal requirements.

VEEAM CITRIX vmware

☑️ Immutable
Immutable at the block-level by way of snapshots, which completely nullifies ransomware attacks and accidental data deletion or modification.

☑️ Encrypted
FIPS 140-validated crypto modules for encryption in-flight and self-encrypting drives (SEDs) for at-rest encryption. Software encryption is also available.

☑️ Replicated
Incrementally replicate to another TrueNAS system for backup and disaster recovery, or leverage third-party backup applications such as Veeam.

☑️ Audited
Tracks access to SMB data and administration actions, providing a transparent history of interactions.

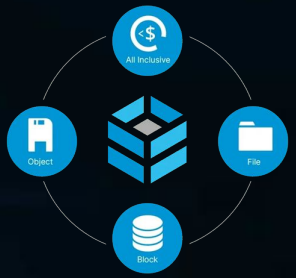
☑️ Self-Healing
Data is protected against all causes of data corruption with end-to-end checksums that detect and correct errors. If corruption occurs, the correct blocks can be retrieved from mirrored or parity blocks and rebuilt.

☑️ Certified
FIPS 140-2, ISO 27001, NIST 800-209 & HIPAA compliance. Meets Common Criteria standards for IT security and is certified with multiple software vendors.

Versatile // Limitless

Open & Unified Storage
Experience the benefits of having all protocols and features on single, open platform. No costly artificial licensing enables your environment to adapt as your business needs evolve.

No Ceilings
Delivers unlimited snapshots, files, shares, and volumes with no capacity sizing limitations. Provides the capability to dynamically expand your storage capacity without incurring any downtime.



☑️ Multi-Protocol
Leverage File (SMB3.1, NFSv3/v4), Block (iSCSI, FC), and Object (S3) storage on a single platform and unify and simplify your storage infrastructure. Fully compatible with all Windows, Linux, Hypervisors, and macOS clients.

☑️ Highly Available
Ensure your data remains available around the clock. Highly Available (HA) Appliances provide 99.999% uptime and are designed for critical environments, ensuring that your business applications stay online.

☑️ Intelligent Caching
Enhance performance by leveraging adaptive caching devices which significantly reduce latency and boost performance for demanding applications.

☑️ Directory Services
Bind to Microsoft Active Directory, Entra ID, or an LDAP domain which allows you to manage user authentication and access control lists centrally.

☑️ Cloud Backup
Seamless integration with cloud services like Amazon S3, Wasabi, Google Cloud Storage, Backblaze B2, and Azure Blob. Configurable scheduling with push or pull and operational modes sync, copy, or move.

TrueNAS

TrueNAS F-Series

Experience True Performance

All-Flash NVMe and Legendary ZFS Reliability

Architecture

The F Series is a 2U NVMe appliance with dual, modular controllers. Each controller has direct, low-latency access to the NVMe drives, and uses a dedicated high-bandwidth interconnect between controllers for synchronization and high-availability to achieve 99.999% uptime.

F100-HA Solution Configuration

Storage

NVMe Performance & Density
Designed to safeguard your mission-critical, high-performance data where downtime is not an option. Density as high as 1.4 PB and 20 GB/s in a 2U form factor with the capability to scale to 10 PiB.

Storage You Can Rely On
The F-Series offers unmatched data reliability in both software and hardware. The OpenZFS file system is the last word in data protection with copy-on-write and bit- rot detection ensuring the integrity of your data from write to read.

Effortlessly Combine Storage Tiers
Streamline your storage footprint by combining multiple storage tiers onto a single appliance. The F-Series can also provide a HDD or hybrid tier in addition to NVMe.

All-Flash Pool

445.9 TiB Usable // 637.1 TiB Effective

Storage Media: 11 x NVMe-60TB
Profile: RAIDZ1 (4+1)
Hot Spares: 1

Usable capacity calculation accounts for RAID parity, ZFS allocation overhead, and TB to TiB conversion. The calculation does not account for capacity gains from data compression/deduplication.
Effective Capacity: Compression / Deduplication rates vary by application.

Scalability

Scale without Compromise
Begin building the foundation of your high-performance storage footprint with the F Series. Expand up to 10 PB of NVMe capacity across six expansion shelves 168 drives) or up to 9PB of HDD capacity across four shelves 408 drives).

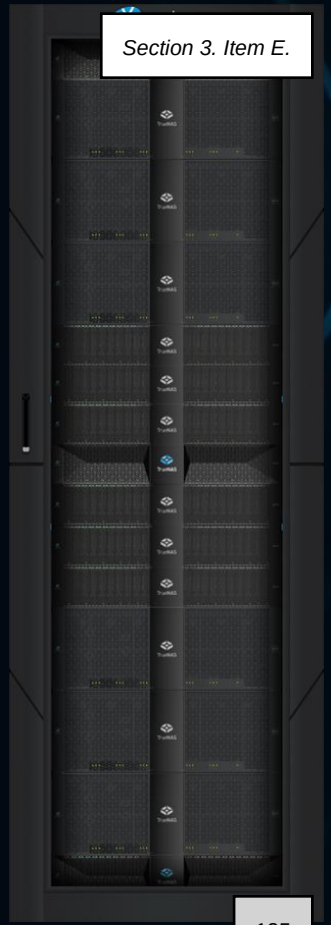
Seamless Storage Expansion
Storage capacity can be dynamically expanded without any service disruptions. Not only do expansions increase storage capacity, but they also boost overall pool performance. Additionally, expansion shelves can be added on-site, along with field HA upgrades for single-controller appliances, ensuring flexibility and scalability to meet evolving needs.

Expansion Shelves
None Configured

Supports up to 6× 24-bay 2U NVMe Shelves
Scale to 7.19PiB

Drive Bay Utilization
11 / 24 NVMe Bays

Total Rack Space
2U



Performance

Built for High Performance Workloads
The F-Series boasts top-of-the-line performance for the most demanding workloads, including post-production, data analytics, virtualization, and many more. It is the industry's fastest OpenZFS appliance available, with all of the data protection and workload optimization capabilities that come with OpenZFS.

Reliability = Performance
Dual controllers and high-availability ensure over 99.999% uptime to maintain business operations and keep applications running around the clock.

Throughput
20 GB/s - 25 GB/s
1M Sequential I/O

IOPS
234K - 385K
32K Random I/O

Average Latency
0.5ms
32K Random I/O

Performance calculations are based on a cache hit ratio between 50-90% with a 70% read workload with a queue depth of 16 and a minimum of 12 clients.

Networking

Built-in Management Interface (WebGUI)
Experience unparalleled control and simplicity with the TrueNAS web interface. Our state-of-the-art GUI transforms the complex world of storage into an intuitive, user-friendly environment that empowers you to maximize efficiency and productivity.

Built-in OOB Management 1GbE Base-T Port)
Out-of-band management allows users to manage the system via remote web-console, power cycle, monitor sensors, fans, and more.

Built-in Ports

Six 100GbE + 10GbE
Used for NVMe Shelves

Network Card I

Dual 25GbE SFP28

Specifications are per controller

Only the optics for the TrueNAS network cards are included. Customer is responsible for providing switch optic(s) and cabling. DAC cables and LR/BiDi optics can be used but are not officially supported nor do we test with them or warrant compatibility.

Compute

Smarter Storage for Faster Access
ZFS utilizes RAM as a high-speed cache to boost performance, accelerating read/write operations and optimizing resource use. This enhances responsiveness while supporting features like deduplication and compression for reliable, efficient data reduction.

RAM
512GB // Adaptive Read Cache

CPU
48 Cores // 96 Threads

Specifications are per controller

Power

Reliable, Redundant & Hot-Swappable
All TrueNAS appliances are designed with exceptional reliability in mind, featuring dual redundant, hot- swappable, high-efficiency power supplies.

Modular Architecture
The F-Series modular hardware architecture conserves power, space, and cooling while supporting multiple applications with its ultra-performant NVMe Flash.

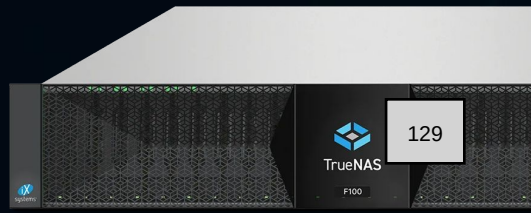
Max Power Draw
510 // Watts

Max Heat Output
1739 // BTU/h

Environmental

TrueNAS Model	Max Expansion Shelves	Dimensions	Rack Requirements	Rackmount Rail Depth	Input Power
F100	6 x ES24N, 4 x HDD	3.5" x 19" x 27"	2U	27" to 37"	High-line (200-240V 50/60HZ) only

Expansion Shelf	Dimensions	Rack Requirements	Rackmount Rail Depth	Input Power
ES24N	3.4" x 17.2" x 27.4" (38.9" w/ CMA)	2U	27" to 37"	High-line (200-240V 50/60HZ) only



TrueNAS M-Series

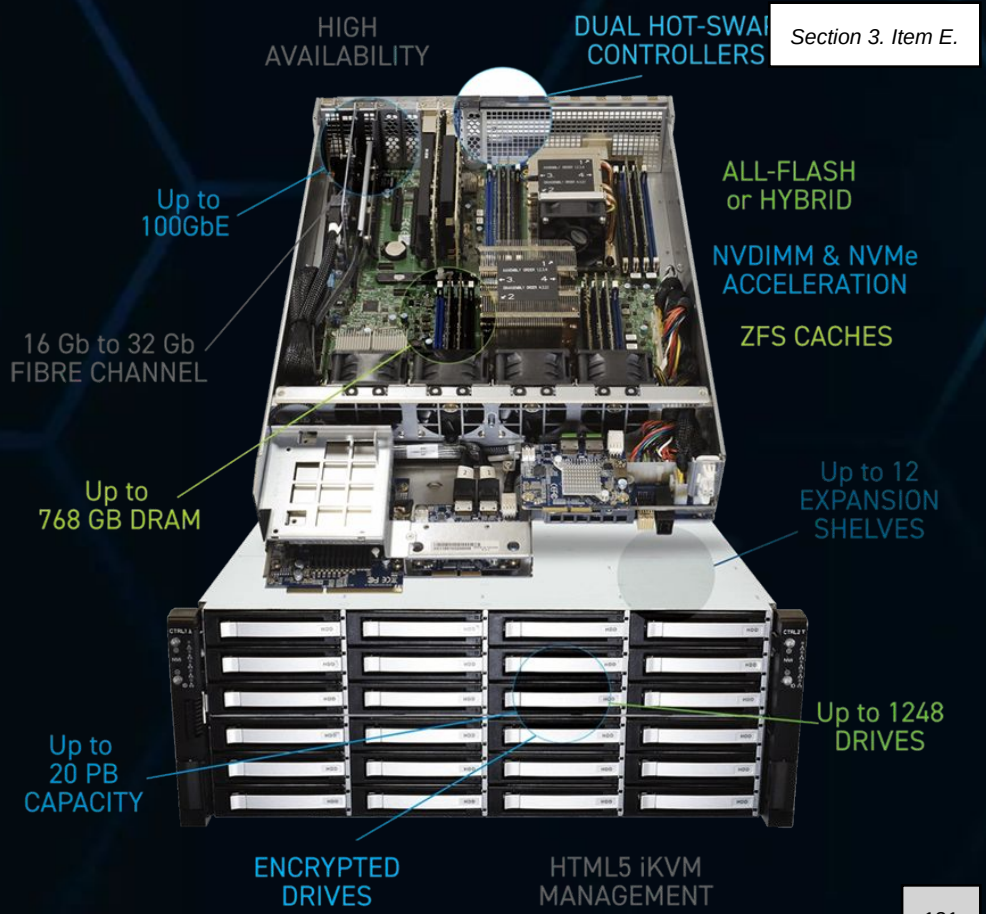
Experience True Flexibility

Elegantly Scalable and Legendary ZFS Reliability

Architecture

The M-Series is a 4U system with dual, modular controllers. Each controller has NVDIMMs for extremely low latency write caching and there is a high bandwidth PCIe interconnect between controllers to synchronize the NVDIMMs. The controllers share access to 24 × 3.5″ drives and also can share 4 low latency NVMe drives which can be used for read caching.

NVDIMM & NVMe technology not available in M30



TrueNAS

M60-HA Solution Configuration

Storage

Enterprise Storage

Built to maximize storage capacity, performance, and uptime, the M-Series is the flagship line of TrueNAS appliances. Designed with the flexibility to address an array of demanding storage requirements and adapt as needs change over time. With high-availability options and advanced data management tools, the TrueNAS M-Series safeguards data for mission-critical operations where downtime is not an option.

Storage You Can Rely On

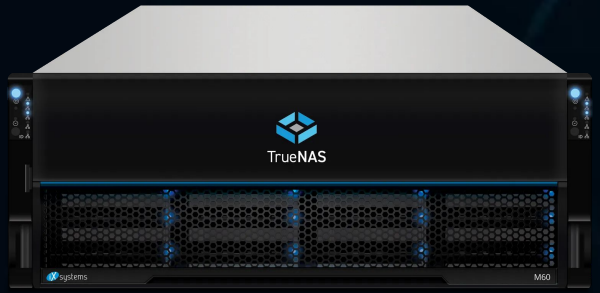
The TrueNAS M-Series offers unmatched data reliability in both software and hardware. The OpenZFS file system is the last word in data protection with copy-on-write and bit-rot detection ensuring the integrity of your data from write to read.

Hybrid Pool

465.4 TiB Usable // 664.8 TiB Effective

Read Cache: 6.4TB Overprovisioned NVMe SSD | **Write Cache:** 2× 16GB NVDIMM

Storage Media: 42 × 18TB SAS 7.2K HDD
Profile: RAIDZ2 (6+2)
Hot Spares: 2



Usable capacity calculation accounts for RAID parity, ZFS allocation overhead, and TB to TiB conversion. The calculation does not account for capacity gains from data compression/deduplication.
∗Effective Capacity: Compression rates vary by application.

Scalability

Scale without Compromise
Begin building the foundation of your storage footprint with the M-series. Expand to over 20PB on a single M60 with support for up to 12 expansion shelves (1,284 drives).

Hardware Management & Upgrades, Simplified
Servicing an M-Series system is made easy by the modular, tool-less hardware design. Additional integrated enclosure management capabilities save time and effort by providing graphical visualization of the system in the UI, making it easy to monitor the state of your system from a single screen. If performance or capacity needs change over time, it's as simple as a non-disruptive upgrade to higher-end M-Series controllers.

Expansion Shelves

1 x ES60G2 // 4U 60-bay 3.5" enclosure

Scales to 8x Shelves
Scale to 5.73PiB Usable

Drive Bay Utilization

42 / 84 3.5" Bays

Total Rack Space

8U

TrueNAS

Performance

Built for High Performance Workloads
All-flash or hybrid? The M-Series can be both. Combining RAM and NVDIMM/NVMe flash as adaptive cache provides industry-leading storage performance. With up to four 100Gb/s network ports per controller, the TrueNAS M-Series is designed to move terabytes at maximum speed.

Reliability = Performance
Dual controllers and high-availability ensure over 99.999% uptime to maintain business operations and keep applications running around the clock.

Throughput
2.5GB/s - 5GB/s
1M Sequential I/O

IOPS
2.3K - 4.8K
32K Random I/O

Average Latency
1.7ms
32K Random I/O

Performance calculations are based on a cache hit ratio between 50-90% with a 70% read workload with a queue depth of 16 and a minimum of 12 clients.

TrueNAS

Networking

Built-in Management Interface (WebGUI)
Experience unparalleled control and simplicity with the TrueNAS web interface. Our state-of-the-art GUI transforms the complex world of storage into an intuitive, user-friendly environment that empowers you to maximize efficiency and productivity.

Built-in OOB Management 1GbE Base-T Port)
Out-of-band management allows users to manage the system via remote web-console, power cycle, monitor sensors, fans, and more.

Built-in Ports
Dual 10GbE BaseT

Network Card I
Dual 25GbE SFP28

Network Card II
Not Configured

Specifications are per controller

Only the optics for the TrueNAS network cards are included. Customer is responsible for providing switch optic(s) and cabling. DAC cables and LR/BiDi optics can be used but are not officially supported nor do we test with them or warrant compatibility.

Compute

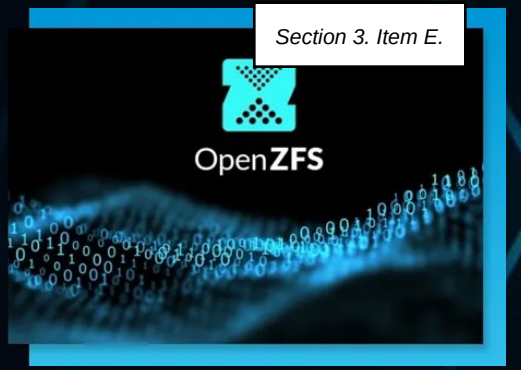
Smarter storage for faster access
ZFS utilizes RAM as a high-speed cache to boost performance, accelerating read/write operations and optimizing resource use. This enhances responsiveness while supporting features like deduplication and compression for reliable, efficient data reduction.

The M-series can scale up to 768GB RAM and 64 CPU Cores in a single controller M60.

RAM
768GB // Adaptive Read Cache

CPU
32 Cores // 64 Threads

Specifications are per controller



Power

Reliable, Redundant & Hot-Swappable
All TrueNAS appliances are designed with exceptional reliability in mind, featuring dual redundant, hot-swappable, high-efficiency power supplies.

Modular Architecture
The M Series modular hardware architecture conserves power, space, and cooling while supporting multiple applications.

Max Power Draw
1278 // Watts

Max Heat Output
4358 // BTU hour

Environmental

TrueNAS Model	Max Shelves	Dimensions	Rack Requirements	Rackmount Rail Depth	Input Power
M60	12	7" x 19" x 27"	4U	23" to 35.75"	High-line (200-240V 50/60HZ) only

Expansion Shelf	Dimensions	Rack Requirements	Rackmount Rail Depth	Input Power
ES60G2	7" x 19"x 28" (35" w/ CMA)	4U , 1000mm deep cabinet	24" to 32"	High-line (200-240V 50/60HZ) only

Support // Gold

World-Class Enterprise Support

Our support team has unparalleled expertise and knowledge. With a dedicated team of engineers available around the clock, you gain access to rapid issue resolution, comprehensive troubleshooting, and personalized guidance tailored to your specific environment.

Optional Spares Kit

Included with Gold 🥇

Spare components are included for unexpected events. Includes a cold spare drive for each storage pool and a power supply for each enclosure.

Defective Media Retention (DMR)

Allows customers to keep their storage media if it is defective and requires replacement while under warranty. With DMR, customers maintain control of their sensitive data, and dispose of the defective media in accordance with their security standards. Optional.

☑️ 24×7 Enterprise Support Access

Direct access to highly trained support engineers with a two-hour response SLA.

☑️ Proactive Support

Experience peace of mind with proactive support. Potential issues can be identified and addressed before they escalate with phone-home functionality.

☑️ On-site Services & Repair

A field technician will be at your location within four hours of your request for incident resolution or field repairs.

☑️ Remote Deployment

TrueNAS software introduction. Establish IPMI and WebUI connectivity. Configuration and setup for storage, networking, directory services, SSH, sharing (iSCSI, SMB, NFS), and critical administration information.

☑️ Advanced Parts Replacement

Same day advanced parts replacement with overnight shipping.

TrueNAS RFP References

Company	Name	Contact Info
Managecast Technologies, Inc.	Nathan Golden	ngolden@managecast.com, 614-563-1228
Nevada Department of Corrections	Scott Shumway	sshumway@doc.nv.gov 775-977-5626
Region 7 Education Service Center	Chance McAdams	cmcadams@esc7.net, 903-988-6898

Additional Reference Material

JFK Library Video: https://www.youtube.com/watch?v=8rFjH5-0Fiw

TrueNAS Case Studies: https://www.truenas.com/case-studies/

True Cost of Storage

	M60-HA	F100-HA
6 Year True TCO	$121,859.20	$310,105.60
Total Usable Capacity (As Configured)	465.4 TiB	445.9 TiB
6 Year Solution Cost / Usable TiB	$261.84	$695.46
Annualized Solution Cost / Usable TiB	$43.64	$115.91
Monthly Solution Cost / Usable TiB	$3.64	$9.66
6 Year Hardware Cost	$80,706.40	$199,552.00
Annualized Hardware Cost	$13,451.07	$33,258.67
Monthly Hardware Cost	$1,120.92	$2,771.56
6 Year Support Cost	$40,352.80	$109,753.60
Annualized Support Cost	$6,725.47	$18,292.27
Monthly Support Cost	$560.46	$1,524.36
Remote Deployment Service	$800.00	$800.00
Hardware Replacement	$0.00	$0.00
Software Update & New Features	$0.00	$0.00
Spares Kit	$0.00	$0.00
Additional Users	$0.00	$0.00
API Calls & Usage	$0.00	$0.00
Use Case Changes	$0.00	$0.00
Detailed Monitoring & Reporting	$0.00	$0.00

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Option 1: All-NVMe

Product Name	Unit Price	Quantity	Extended Subtotal
F100-HA	$ 199,520.00	1	$ 199,520.00
Gold 5-YR	$ 109,753.60	1	$ 109,753.60
Gold Spares Kit Spares Kit Includes: (1x) F100 PSU, (1x) NVMe-60TB	$ 0.00	1	$ 0.00
Remote Deployment Service TrueNAS software introduction. Establish IPMI and WebUI connectivity. Configuration and setup for storage, networking, directory services, SSH, sharing (iSCSI, SMB, NFS), and critical administration information.	$ 1,000.00	1	$ 1,000.00
			$ 310,273.60
Shipping & Tax			
Aeronet Freight	$ 2,275.00	1	$ 2,275.00
Tax Tax Exempt	$ 0.00	1	$ 0.00
			$ 2,275.00

Total $ 312,548.60

Option 2: Hybrid

Product Name	Unit Price	Quantity	Extended Subtotal
M60-HA	$ 80,706.40	1	$ 80,706.40
Gold 5-YR	$ 30,668.00	1	$ 30,668.00
Gold Spares Kit Spares Kit Includes: (1x) M60 PSU, (1x) ES60, (1x) 18TB SAS 7.2K HDD	$ 0.00	1	$ 0.00
Remote Deployment Service TrueNAS software introduction. Establish IPMI and WebUI connectivity. Configuration and setup for storage, networking, directory services, SSH, sharing (iSCSI, SMB, NFS), and critical administration information.	$ 800.00	1	$ 800.00
			$ 112,174.40
Shipping & Tax			
Aeronet Freight	$ 1,650.00	1	$ 1,650.00
Tax Tax Exempt	$ 0.00	1	$ 0.00
			$ 1,650.00

Total **$ 113,824.40**

iXsystems Payment Remittance Details

Vendor Legal designation: iXsystems, Inc.
Tax Identification Number: 27-3007169

CHECKS SHOULD BE MAILED TO (via US Postal Service):

iXsystems, Inc.
PO Box 92135
Las Vegas, NV 89193-2135

OR, VIA OVERNIGHT COURIER SERVICE:

iXsystems Inc.
c/o WAB Lockbox Operations Box #92135
5976 Euclid Street
Las Vegas, NV 89120

WIRES/ACH PAYMENTS SHOULD BE SENT TO:

Bridge Bank, a division of Western Alliance Bank
ABA or Routing Number: 121143260
Account number: 8392006144
For Credit To: iXsystems, Inc.

FOR RECEIVING INTERNATIONAL WIRES IN USD ONLY

Swift Code: BBFXUS6S

City of Dickinson – Immutable On-Premises Backup Storage Server

Response to Request for Proposal
Due Date: August 20, 2025; 12:00 P.M. MDT

SUBMITTED TO:

CITY OF DICKINSON NORTH DAKOTA

Information Technology Department, City Hall
38 1st St West
Dickinson, ND 58601

SUBMITTED BY:

STERLING COMPUTERS CORPORATION

PO Box 1995 | 303 Centennial Drive | North Sioux City, SD | 57049
Phone: 800.916.1030 | Fax: 605.242.4001
WWW.STERLING.COM
DUNS 93-883-6541 | CAGE Code 06AP0
SAM Unique Entity ID: YZTLALWM4UC7

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August 20, 2025

City of Dickinson North Dakota
Information Technology Department, City Hall
38 1st St West
Dickinson, ND 58601

Dear Aaron Meyer,

Sterling specializes in a comprehensive range of IT products and services. With over two decades of experience in the Federal market, Sterling is a trusted partner for tech solutions. Our mission-focused approach, coupled with our extensive buying power across multiple OEMs, enable us to deliver solutions that optimize budget utilization, enhance operational efficiencies, and reduce risks.

At Sterling, we view ourselves as more than just an IT solutions provider – we are your partner in digital transformation. We collaborate with you to refine or redefine your IT capabilities—optimizing them for efficiency, reliability, and innovation. Our team works with you, harnessing the power of advanced technology to unlock your organization's full potential.

Our experience includes providing comprehensive client system lifecycle services for government, education and industry customers. Sterling combines innovative best of breed hardware technologies with our senior project execution staff, with over 50,000 SF of Configuration, Integration and Distribution (CID) Centers, and skilled onsite engineering teams, Sterling can provide rapid installation/deinstallation services, as well as expedited technology refresh capabilities.

Sterling has dedicated sales and services divisions in the State and Local Government and Education (SLED) market as well. And, we are continually growing our SLED division and have invested in account managers and system engineers who focus solely on the SLED market. We provide robust and transparent technology solutions for our SLED customers on a daily basis. We are adept at reselling hardware as well as providing Client Deployment Services and Enterprise Level Professional Services.

Very respectfully,

Bridget Winders

Bridget Winders
VP SLED/Commercial
605-242-4068
Bridget.Winders@sterling.com

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1. Introduction

In the diverse landscape of technology, Sterling stands as a beacon of transformation. Founded on the steadfast belief that "Your mission is our mission," Sterling approaches every project with unwavering dedication, no matter the size or scope. As a driving force behind IT progress and achievement, Sterling extends beyond the realm of conventional tech solutions to become your transformational partner. We simplify the IT experience, serving as a single point of contact, handling all procurement requirements and offering related services and expertise. We work alongside our 6,600+ OEM partners to provide you with the best solutions. From designing, developing, and deploying customized solutions to charting the course by obtaining top certifications and industry awards, Sterling leads the way. We provide expert Professional Services—from creating dynamic digital workspaces to modernizing infrastructure to enhancing connectivity; from leveraging the power of the cloud to providing robust and comprehensive IT security services. We've got you covered.

Sterling at a Glance

Industry-Leading Partnerships & Recognition

- Cisco Gold and CX Partner
- Dell Technologies Federal Services Partner of the Year (2023)
- Dell Technologies Titanium Partner & Multi-Year Federal Partner of the Year (2014, 2018, 2021, 2022, 2024)
- Intel Solution Integrator Growth Partner of the Year (2024)
- NVIDIA Public Sector Partner of the Year (2024)
- VMware Federal Investment Partner of the Year (2023) & Preferred Services Partner (2022)
- SolarWinds Public Sector Excellence in Enablement (2023), Federal Partner of the Year (2022, 2024)

Proven Performance in Federal & Defense Contracting

- Recognized by Lockheed Martin, Boeing, and Northrop Grumman for supplier excellence.
- Ranked in the Washington Technology Top 100 Government Contractors (2020, 2023, 2024)
- CRN Solutions Provider 500 (Top 60: 2018–2024), CRN Tech Elite 250 (2011–2024), CRN MSP 500 (Elite 150)

Security, Compliance & Operational Excellence

- ISO 9001:2015 Certified – Quality Management System
- O-TTPS v1.1.1 (ISO/IEC 20243-2018) – Ensuring supply chain integrity and mitigating counterfeit product risks
- ISO 14001 Approved – Environmental management standards
- 14% average annual revenue growth – Stable, privately funded with strong capital reserves
- Women-Owned Small Business (WOSB) & Woman Business Enterprise (WBE) Certified

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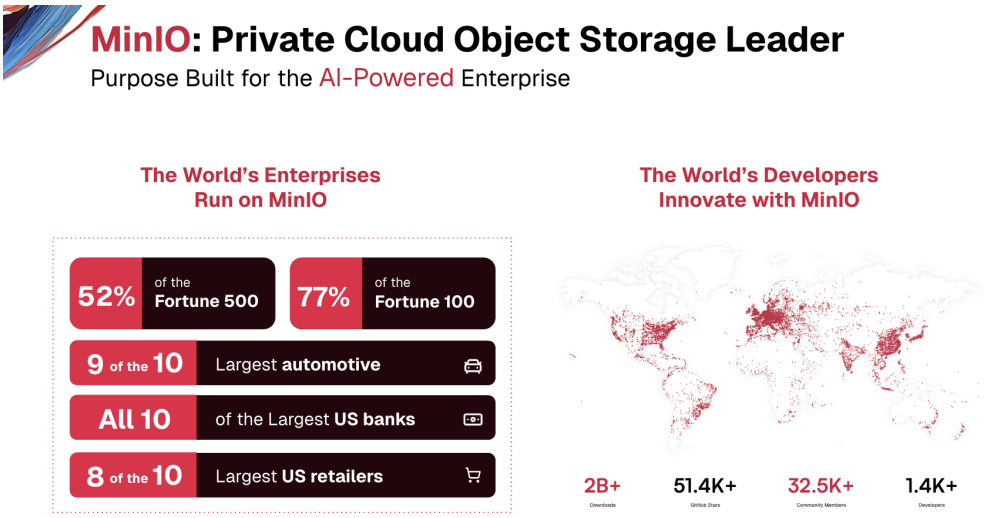
2. Relevant Qualifications

Sterling will deliver a secure, high-performance, S3-compatible object-storage platform tailored for City of Dickinson's mission-critical workloads. By leveraging MinIO's CNCF-backed architecture, the city can modernize data infrastructures—on-premises, hybrid, or edge—while meeting State Governance compliance, scalability, and availability requirements. Our solution offers:

- **Data Modernization:** Consolidate siloed NFS/SMB archives and unstructured data stores into a single object layer.
- **Edge/Disconnected Ops:** Support forward deployed / austere environments (SCIFs, tactical data centers).
- **AI/ML & Analytics:** Feed large-scale model training and real-time analytics pipelines.
- **Compliance & Security:** Fulfill FIPS 140-2/3, STIG, RMF controls, and FedRAMP for cloud-adjacent deployments.
- **Scalability & Performance:** Scale-up/Scale-out architecture and optimized for mega-scale parallelism, MinIO routinely delivers sustained multi-gigabyte-per-second throughput on commodity hardware.
- **Cloud-Native Flexibility:** Fully containerized and Kubernetes-native, MinIO integrates seamlessly with modern orchestration frameworks, enabling rapid, declarative deployments and automated lifecycle management.
- **Security & Compliance:** Built-in features include FIPS 140-2 validated encryption, TLS everywhere, identity federation (OIDC/LDAP/Kerberos), and in-flight & at-rest encryption. MinIO also meets or exceeds Federal and State agency requirements, with support for Common Criteria and Federal IL-5 architectures.
- **Ecosystem & Extensibility:** Offers first-class SDKs for Python, Java, C/C++, and popular data-science tools (e.g., Jupiter, TensorFlow, Spark), plus turnkey integrations



- Ships with a complete stack—replication, encryption, immutability, IAM, lifecycle, versioning, KMS, cache, observability, firewall, AIHub, prompt Object, events & Lambdas, and more—eliminating the need to bolt on third-party tools.
- Designed for modern AI workloads at exascale, AIStor delivers ultra-low latency and high

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throughput so you can consolidate all AI data in one infrastructure.
- Built-in, high-performance encryption with minimal overhead, plus a FIPS-compliant Key Management Server supporting massive, multi-tenant key operations
- Leverage RDMA over up to 400 GbE/800 GbE for low-latency, high-throughput S3 access—keeping GPU and other compute layers fully fed and reducing CPU utilization

3. Key Challenges

- **Data Proliferation:** Rapid and uncontrolled growth of data
- **Ransomware:** Risk of data extortion
- **Governance:** Accurate, consistent, secure, and availability of data
- **Disaster Recovery/downtime:** Minimizing RTO and RPO

4. MinIO Solution Overview

Unified Object Platform
- 100% S3 API compatibility for rapid integration with existing DevSecOps pipelines.
- Single-pane console for private-cloud, edge, and cloud-adjacent deployments.

Enterprise-Grade Security & Compliance
- FIPS 140-2/3 validated crypto modules
- Federal STIG automation via Ansible/Terraform playbooks.
- Integrated Key Management Server (KMS) with HSM support and FIPS-certified root keys.

Edge-to-Core Active-Active Replication
- Bucket-level synchronous or asynchronous replication across globally dispersed sites.
- Zero RPO architectures for mission-critical data continuity.

Exascale Performance
- Sub-millisecond metadata ops and aggregate throughput > 1 TB/s per cluster
- S3 over RDMA for ultra-low CPU overhead and GPU-tier data feeding.

AI-Native Features
- AIHub: On-prem Hugging Face-compatible model & dataset registry.
- prompt Object API: LLM-driven “query” & “transform” operations in-place.

5. Cost Effectiveness/Price Value

Sterling’s immutable backup solution of MinIO running on Lenovo servers with Red Hat Enterprise Linux provides an extensive set of features and capabilities to the City of Dickinson in support of the current production Hyper-V environment, while also being competitive with an upfront hardware/software/support cost for 5 years.

MinIO is open-source software. This significantly reduces upfront costs when compared to traditional enterprise storage solutions. Veeam's backup solutions integrate seamlessly with MinIO, providing a cost-effective way to store backups. With Veeam, backups typically require a lot of storage, and MinIO allows you to scale that storage in an efficient and cost-effective way. MinIO, in addition to providing key immutability and zero-trust tenets, encryptions and an air-gap customer experience, supports features like erasure coding and data deduplication, which can help save on storage costs by ensuring that data is stored as efficiently as possible. When

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combined with Veeam's deduplication capabilities, this can drastically reduce the overall storage requirements and therefore the costs.

The management overhead with MinIO is minimal, especially when compared to more traditional storage systems. As a node-based architecture, the ability of the storage to scale up and scale out will continue to support the City's backup needs for both current and future needs. This reduces administrative costs, allowing your team to focus on higher-value tasks. The quote includes 5 years of required hardware and software for the solution with no additional subscription cost.

6. Relevant Experience

6.1 Reference #1

County of Jackson	
Contact Name:	Kenneth Lechner, IT Director
Address:	307 Main St. Black River Falls, WI 54615
Phone Number:	715-284-0276 or 715-284-0249 ken.lechner@jacksoncountywi.gov
Services/Product Provided:	Sterling delivered IT solutions to the County of Jackson since 2019. The work of modernizing the County's digital ecosystem has included systems design, procurement and installation of updated hardware, software upgrading, and platform migration. Sterling's team has implemented advancements such as hyperconverged infrastructure, cybersecurity, and cloud storage. The work has been done remotely and on site in the County's various Black River Falls, Wisconsin offices and facilities. In 2024, as the best value in cyber resilience and enterprise-class security for Jackson's small-business IT infrastructure, Sterling provided Dell EMC PowerEdge R450, Immutable reserve storage Services, and the deployment of a Tier1 cybersecurity platform.

6.2 Reference #2

NHGRI	
Contact Name:	Kang Lee
Address:	6700 Rockledge Drive Rockville, MD 20852
Phone Number:	301-402-0324 Kang.lee@nih.gov
Services/Product Provided:	Since 2015, Sterling has procured state-of-the-art IT systems for the National Human Genome Research Institute (NHGRI), Bethesda, MD. More recently, Sterling provided NHGRI with advanced data-storage expansion and security solutions designed to accommodate the agency's explosive data growth (large genomic datasets and DNA sequences, including yearly pandemic data). NHGRI must not only host massive quantities of information on its storage platform but allow for sharing and collaboration as part of its strategic plan, while protecting the integrity of that invaluable data. To back up NHGRI's existing Unstructured storage environment, Sterling supplied a Turnkey dedicated backup appliance,

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	incorporating industry leading data-deduplication and encryption. This solution's Data-Invulnerability Architecture combines inline data-verification, continuous fault detection, and self-healing with defensive layers of data integrity and recoverability. In addition, Sterling has procured and licensed NHGRI with the SaaS data-security platform.

6.3 Reference #3

USTDA	
Contact Name:	David Gregory Security Engineer & Acting Program Manager dgregory@ustda.gov Afua Serwah-Asibey Office of Acquisition Management aasibey@ustda.gov
Address:	1101 Wilson Boulevard, Suite 1100 Arlington, VA 22209
Phone Number:	David Gregory 703-516-1772 Afua Serwah-Asibey 571-232-9701
Services/Product Provided:	The U.S. Trade and Development Agency (USTDA) had been utilizing a backup solution that did not align fully with the federal government's '3-2-1' backup requirements (three copies of all data: two onsite and one offsite). Sterling Professional Services helped the agency get on track by getting them onto the cloud. Sterling's AWS (Amazon Web Services) implementation for USTDA now functions as the offsite solution for the agency's backup. Sterling built a rack for Veeam immutable backup storage on-premises. In addition, Sterling stood up a tenant and connected on-premises to fulfill the off-site portion of the federal requirement. To confirm the viability of this solution, Sterling had first built a proof of concept within Sterling's *Solution Center* laboratory, prepping and validating the design. Sterling then built the solution within the cloud, engaging the stakeholder clients throughout the process to ensure they were able to back up into the cloud from on-premises. Sterling then followed up as advisor to support the agency in building their domain within their VPC and S3 storage. Seeking to provide USDTA with maximum cost savings, Sterling was able to adjust the deployment once it was underway, finding efficiencies and a reduction in USDTA's month-to-month usage, without any operational issues.

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7. Scalability & Sustainability

MinIO Capacity scaling

MinIO scales capacity in a horizontal (scale-out) architecture, not by growing a single server or storage device endlessly. Here's how it works:

---

1. Single Node Capacity

- A single MinIO node's capacity is limited only by the disks you attach (NVMe, SSD, HDD).
- You can start small with a few terabytes and grow that node up to what the hardware can handle.

---

2. Clustered Scaling (Erasure-Coded Pools)

- To expand beyond one server, MinIO clusters multiple nodes together into erasure-coded pools.
- Each pool can contain from 4 nodes (minimum for redundancy) up to over 1000.
- Every pool contributes its drives to the overall cluster capacity.

For example:

- Pool A: 4 nodes × 12 × 20 TB = 960 TB usable raw capacity
- Pool B: Add another 4 nodes later, increasing capacity by ~960 TB

The cluster then exposes all pools as one namespace (a single S3 endpoint).

---

3. Adding Capacity

- When you need more capacity, you don't resize existing servers—you add new pools of nodes (new servers).
- MinIO automatically incorporates them, but note that data is not rebalanced across old and new pools. New data goes into the new pool, while old data stays in the original pool.

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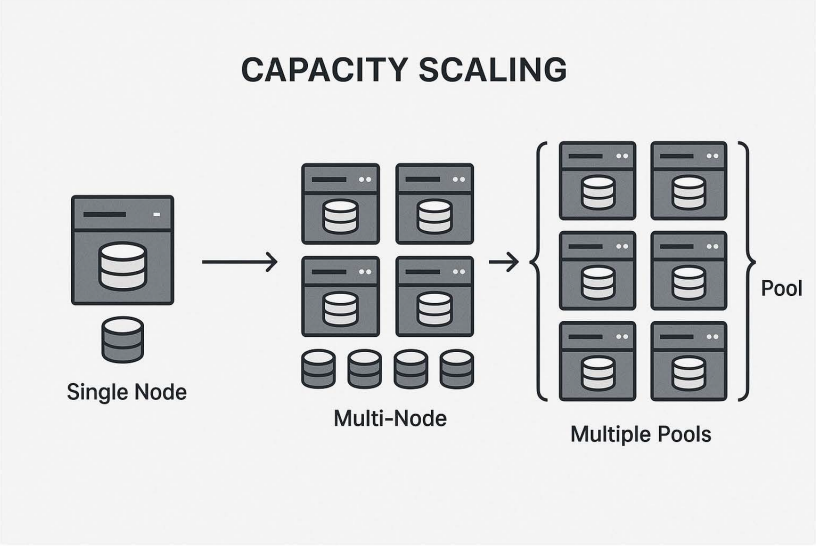
4. Scaling Limits

- A single cluster can grow from hundreds of Terabytes to Exabytes, depending on node and pool sizing.
- The practical maximum is usually set by network throughput and operational manageability, not software limits.
- MinIO recommends uniform node sizes within a pool, but you can have differently sized pools in the same cluster.

5. Performance Scaling

- As capacity scales, so does throughput, since each additional node adds CPU, RAM, and NIC bandwidth.
- This keeps MinIO suitable for both large-scale capacity (archival/backup) and high-throughput workloads (analytics, AI/ML).

Summary:
MinIO scales capacity by adding pools of nodes, each contributing additional raw storage. The system remains a single namespace, with S3-compatible access, and scales essentially without an upper bound (several exabytes). Existing data stays where it is—new pools handle new writes.



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8. Functionality and Features Capabilities

The On-Premise Immutable Backup Storage Hardware should consist of the following:	
Requirement	**Functionality and Features Capabilities**
Minimum 400 TB Storage space to hold immutable backup data.	Solution spec at 400TB for growth (we can adjust sizing as required) MinIO is scalable from several terabytes to several exabyte environments. Platform scales by adding nodes meaning no major costs to upgrade.
Minimum Raid 6 Data Protection allowing for the loss of 2 drives simultaneously without data loss.	The solution utilizes an erasure code that protects up to the loss of 4 drives in this configuration.
Fully compatible out of the box with Veeam Backup and Replication Essentials.	Veeam's S3 connector Works with MinIO out of the box.
Must be fully compatible with Veeam Infrastructure to leverage immutable snapshots.	Yes, MinIO is 100% compatible with AWS s3 and AWS s3 express API's.
Dual 25GB SFP+ Ports with 25GB SFP+ Modules Included.	Server hardware, MinIO supports it.
Dual PSU to ensure power redundancy for the Backup Storage system.	Server hardware, MinIO supports it.
Rackmount Rails and hardware to allow for mounting in a standard 4 post server rack.	Server hardware, MinIO supports it.
5 Year Support Agreement that covers drive replacement.	Server hardware, MinIO supports it.
Must support native immutability with no reliance on external cloud or third-party OS/hardening.	AIStor natively supports making the buckets immutable and enabling version control on objects for fast recovery in the event the backup server is compromised. This protects against crypto ransomware attacks. And is part of adhering to standards as defined by DOD.
Must be a purpose-built appliance optimized for backup workloads (not general-purpose storage).	AIStor is a software defined storage platform that resides on commodity hardware, all features are addressed through a single pane of glass console included with the product.
Storage solution must be on-premises, with no dependency on internet access or cloud storage to enforce immutability,	AIStor is designed for on prem, in cloud, or hybrid use cases.
Must seamlessly integrate with Veeam Backup & Replication using officially supported APIs (e.g., Veeam SOS API).	Native integration via the S3 Connector and backup frequent use case.

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Should support instant recovery, high-speed restores, and rapid ingestion rates optimized for synthetic full backups.	MinIO AIStor is the highest performing Object storage platform currently in production, achieving almost line speed with the bottleneck being the network. MinIO supports up to 2 dual port 400Gib./sec card per node.
Must provide immutable object storage with enforcement of data retention policies at the storage level.	See attached MinIO AIStor meets these requirements.
Should block root-level deletion or modification of backup data during the immutability period.	If an immutable checkbox on the bucket is enabled the objects cannot be deleted or modified in any way.
Must not require credentials or shell access to underlying OS for administration (reducing attack surface).	There is a CLI client to manage the product via the shell. AIStor runs in "no root" mode.
Must operate on a Zero Trust Architecture with role-based access control (RBAC), MFA, and airgap-like protections.	AIStor Meets these requirement, frequent use in air-gapped environments.
Solution should be certified or validated against key cybersecurity frameworks (NIST, CISA).	AIStor runs in several DOD environments adhering to NIST 800-171.
Should have a dedicated web-based GUI purpose-built for backup and storage admins (no Linux CLI required).	There is an enterprise GUI console to manage all functionality and well as a CLI when needed.
Must support scalable node-based architecture (with clearly defined node limits and expansion steps).	MinIO AIStor starts at 4 nodes for redundancy and is expandable to support over 1000 nodes and over an exabyte of data.
Solution should support automated software updates and self-healing or alerting mechanisms.	MinIO Supports these basic enterprise functions and also integrates with enterprise toolsets for monitoring and log aggregation.
Must sustain high throughput for ingesting Veeam backup chains (especially synthetic fulls).	Throughout is dictated by configuration, MinIO AIStor clusters throughput is dictated by network throughput E.G a100Gb/sec card delivers close to line speed if the application can sustain pushing the data at the fastest rate it is being delivered. 4x 25Gb connections are provided per node in this solution.
Should support multi-tenant backup storage, and clearly segregate repositories for retention and compliance.	Yes, support multiple buckets with unique names and security keys.
Must allow for linear performance scaling (e.g., by adding nodes).	MinIO expands both storage and network throughput by the addition of more nodes, currently several clusters of over 1000 nodes and over 3 Tib/ssec throughput in production.
Must be available as a capex-friendly appliance (no required subscription to maintain immutability).	Once licenses expire, cluster goes to read only mode. Meets this requirement.
Should avoid recurring license or capacity-based fees unrelated to hardware expansion.	License is based on storage needs and can grow as you scale up. There is a 12-month subscription or multi-year is also available if you would like to do a CAPEX purchase instead.
Guaranteed 100% data availability.	The Cluster is aware of the node health and requests are routed to any of the nodes available to satisfy the read or write request.

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Must support high throughput and low latency for backup, recovery, replication, and DR operations.	Yes, a single cluster is often used by several backup environments concurrently.
Support for compliance with industry standards and regulations (PII, NIST, and PCI DSS 4.0)	While this depends on how the implementation of MinIO AIStor easily meets all of the requirements set in these standards. The Implementation of the backup solution will dictate overall compliance.
Embedded IPMI or Web GUI to allow for remote control of the unit.	MinIO AIStor has a full featured GUI management feature.
Must support self-implementation, extended maintenance, and non-disruptive upgrade to next generation platform.	Yes, it is a standard feature in AIStor.
The solution should be fully self-contained, not requiring additional software agents or cloud service contracts.	Yes, it is a standard feature in AIStor.
Vendor must offer direct enterprise support, including escalation paths, updates, and knowledgebase access	MinIO AIStor support is direct to engineers with a Sev 1 panic button for real time events. There is not a helpdesk, and all issues logged into the support portal are addressed by Engineering team members.
The solution must be Veeam Ready - Object with Immutability certified.	Yes, it is a standard feature in AIStor.
Must be deployable in environments running Hyper-V, VMware, or other common hypervisors protected by Veeam.	No additional software or drivers required, it utilizes the standard S3 connector within Veeam.

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9. Veeam MinIO Set Up Guide

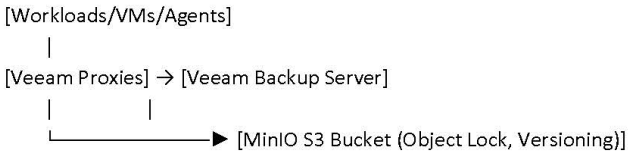
Veeam + MinIO: One-Page Setup Guide (v12+)

Updated: August 13, 2025 • Scope: Quick setup for using MinIO as Veeam object storage (Direct-to-Object or SOBR Capacity Tier).

Overview

Use MinIO as an S3-compatible repository for Veeam Backup & Replication 12+. MinIO provides strong consistency and S3 Object Lock for immutability. Keep bucket default retention disabled—Veeam applies per-object retention.

Reference Architecture



Prerequisites

- Veeam v12+ with S3-compatible object storage enabled.
- MinIO endpoint reachable over TLS with trusted certificate.
- Create bucket with Object Lock enabled at creation time; DO NOT set bucket default retention.

MinIO: one-time setup

```
mc alias set myminio https://minio.example.com ACCESS_KEY SECRET_KEY

mc mb --with-lock myminio/veeam-backups    # creates bucket with Object Lock

# (Leave bucket default retention OFF—Veeam sets it per object)
```

Veeam: Direct-to-Object repository

- Add Repository → Object Storage → S3 Compatible.
- Service point: your MinIO URL/port; Region (e.g., us-east-1); access keys.
- Select bucket/folder (e.g., veeam-backups).
- Enable “Make recent backups immutable” and set retention days (Veeam uses Compliance mode).
- Create/point jobs to this repository (forever-forward incremental; use GFS for synthetic fulls).

Optional: SOBR Capacity Tier

Keep on-prem storage as Performance Tier; add the MinIO object repository as Capacity Tier. Choose copy (immediate) and/or move (age-off) policies as needed.

Performance Tips

- Balance repository concurrent tasks and upload streams to match CPU/throughput.
- Use fast, local networking (10/25/40GbE) between proxies and MinIO.

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• Size MinIO erasure coding and drives for target throughput; monitor with MinIO Console.

Common Pitfalls & Fixes

• Backups failing after bucket-level default retention is enabled → Disable bucket default retention; rely on Veeam per-object retention.

• 403/SSL issues → Verify region string, access keys, and a trusted TLS certificate on MinIO.

• Cannot enable immutability → Ensure bucket was created with Object Lock and versioning.

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10. Detailed Pricing

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STERLING

SALES QUOTATION

Quote No. Q-00704493 **Date** 8/19/2025
Ref. No. City of Dickinson - RFP - Immutable On-Premise Backup Storage Server **Exp. Date** 09-18-25

Sterling Account Manager
Jeffrey Stellish
PO Box 1995
303 Centennial Drive
North Sioux City, SD 57049
(605) 242-1269
jeffrey.stellish@sterling.com

Customer Information
City of Dickinson
Jordan Dockter
Unknown, SD 57049
jordan.dockter@sterling.com

Terms	FOB	Contract	Estimated Lead Time
Net 30	Destination	Open Market	60 Business Days ARO

Line No.	QTY	Part Number	Description	POP Start Date	POP End Date	Unit Price	Extension
			Servers				
1	5	7D9ES9G100	ThinkSystem SR655 V3 60 Months -AMD EPYC 9655P 96C /2.6GHz Processor, 384GB memory, Dual 25GbE Network Adapters, 16x7.68TB NVMe SSD			$36,810.41	$184,052.05
			MinIO				
2	1	AIStor Enterprise	MinIO - AIStor Enterprise - 60 months - 400 TiB	11/01/2025	10/30/2030	$429,473.68	$429,473.68
			Services				
3	40	STPS-SE3	Data Center Engineer			$200.00	$8,000.00
4	1	STPS-TNE	Travel and Expenses			$3,000.00	$3,000.00
5	10	STPS-PM3	Sr. Project Manager			$100.00	$1,000.00

TOTAL **$625,525.73**

Quotation Comments

Ask your Sterling Account Manager about our Complete Ship Services: An efficient, convenient, and secure way to receive your order.

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This quote is based on information and conditions available as of the date of this quote. If there are changes in vendor pricing due to recent tariff orders, Sterling reserves the right to revoke this

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Enterprise Services

City of Dickinson

Immutable On-Premise Backup Storage Server Implementation

August 20, 2025

Case #63316

Submitted by:
STERLING
303 Centennial Drive | PO Box 1995 | North Sioux City, SD 57049
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Document Control			
Date	Author(s)	Description	Version
August 20, 2025	Shane Schmidt	Sterling Proposal	1.0

1. ENGAGEMENT DETAIL

Period of Performance	These Services will be limited to **40** contiguous business Hours conducted over a period of time **1** contiguous business Week**.**		
Service Hours	Standard Hours - Sterling will perform the Services during normal business hours typically 8:00 AM to 5:00 PM, Monday through Friday, Customer local time, and will include travel time to and from the Customer location (as required) and excludes local holidays.		
Service Delivery Method	Onsite		
Customer Hours of Operation	8:00 AM to 5:00 PM, Monday through Friday, Customer local time		
Estimated Start Date	TBD	Estimated End Date	TBD
Estimated Outage Window	TBD		
Security Clearance Required	NA		
Place of Performance	**City of Dickinson**		
	City Hall , 1st St West		
	Dickinson	ND	58601

2. INTRODUCTION

This Statement of Work (SOW) describes the services to be provided by **Sterling**, ("Provider") for **City of Dickinson** , ("Customer"). The term of this SOW shall begin on the date of the last signature ("Effective Date") as set forth in the Signature Section of this SOW. This SOW shall expire if not executed within ninety (90) days of the date of creation. See appendices attached hereto and incorporated by reference.

3. SCOPE OF SERVICE

The objective of the Services is to provide one (1) onsite resource to assist customer with the install, configure, and validate an Immutable On-Premise Backup Storage Server(s) for the City of Dickinson. This solution will provide immutable data protection fully integrated with Veeam Backup & Replication and the City's existing Hyper-V environment. The engagement will ensure the new immutable repository is production-ready, secured, and validated for recovery operations.

In Scope Hardware

Model	Qty
ThinkSystem SR655 V3 60 Months -AMD EPYC 9655P 96C /2.6GHz Processor, 384GB memory, Dual 25GbE Network Adapters, 16x7.68TB NVMe SSD	5

Success Criteria

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- Immutable Backup Storage system is deployed, integrated, and production-ready.
- Solution enforces immutability at the storage layer with no external reliance.
- Veeam integration validated with successful backup, restore, and recovery testing.
- Performance benchmarks confirm high-speed ingest, restore, and synthetic full capability.
- Compliance requirements (NIST, CISA, PCI DSS 4.0) are documented as met.
- City IT staff are trained and able to self-manage the solution.

Acceptance

- The project will be considered complete upon:
  - Installation of the immutable storage solution.
  - Verified Veeam integration, backup creation, and restore tests.
  - Security controls and compliance features confirmed
  - Completion of knowledge transfer and handoff documentation.
  - Formal sign-off by the City of Dickinson IT Director.

Immutable On-Premise Backup Storage Server Implementation

3.1 PROJECT INITIATION | DISCOVERY | DESIGN

3.1.1 Project Initiation: (Remote)

- Conference call with Customer to obtain site-specific information, set expectations, etc.
- Introduce project stakeholders.
- Review project documentation
- Discuss services scheduling and required maintenance windows.
- Review the scope of work and discuss project objectives and expectations.

3.1.2 Discovery: (Remote)

- Customer will provide configuration information for any existing infrastructure as needed to prepare for services, prior to engineer onsite arrival.
- Customer to inventory all equipment and confirm receipt at least one week prior to the engineer onsite arrival

3.1.3 Design & Planning: (Onsite)

- Review the City's existing IT environment (Hyper-V, Veeam, Hitachi SAN).
- Develop a sizing and design plan for the Immutable Storage solution (≥400TB usable capacity).
- Produce installation directions and connectivity documentation following IT best practices.
- Provide network and cabling diagrams if multiple nodes are required.

3.1.4 Hardware Delivery & Installation: (Onsite)

- Install a purpose-built immutable backup storage appliance, including:
  - Rackmount installation in a standard 4-post rack.
  - Dual 25GB SFP+ network connectivity with modules installed.
  - Redundant dual PSUs configured.
  - RAID 6 configured for data protection.
- Validate hardware health and readiness for integration.

3.1.5 Configuration & Integration: (Onsite)

- Integrate the storage system with Veeam Backup & Replication Essentials.
- Create immutable backup repositories with enforced retention at the storage layer.
- Configure for instant recovery, synthetic full backups, and high-speed restores.
- Implement turnkey configuration, ensuring the solution is production-ready.

3.1.6 Security Hardening: (Onsite)

- Implement Zero Trust Architecture including:
  - Role-Based Access Control (RBAC).
  - Multi-Factor Authentication (MFA).
  - Root-level deletion/modification blocking during immutability periods.
- Confirm compliance with NIST, CISA, PCI DSS 4.0 frameworks.
- Validate immutability enforcement through Veeam SOS API integration.

3.1.7 Performance Validation: (Onsite)

- Benchmark ingestion rates, synthetic full performance, and restore speeds.
- Demonstrate high-throughput ingest for Veeam workloads.
- Validate disaster recovery and replication functions.

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- Document performance results for acceptance testing.

3.1.8 Scalability & Growth Planning: (Onsite)

- Document the solution's node-based scalability and performance limits.
- Provide future guidance for expanding capacity and performance without disruption.

3.1.9 Knowledge Transfer & Training: (Onsite)

Sterling will provide up to **4 Hours** of knowledge transfer prior to transitioning the environment to the Customer and project closure. Knowledge transfer topics may vary based on the engagement parameters as well as Customer IT proficiency within scope technologies. Knowledge transfer generally covers topics such as:

- Conduct an administrator training session covering:
  - System management via web GUI.
  - Creating, monitoring, and restoring backups.
  - Enforcing immutability policies and security controls.
  - Support request procedures, update processes, and maintenance tasks.
- Provide system documentation, including:
  - Final configuration records.
  - Connectivity diagrams.
  - Performance validation results.

Note - Knowledge transfer/training session is not intended as a substitute for formal training. To maximize the success of the implementation, Sterling strongly recommends curriculum-based training for Customer IT personnel who will be responsible for post-deployment operational sustainment.

3. Deliverables

- Immutable Backup Storage Appliance (≥400TB, RAID 6).
- Installation and connectivity documentation.
- Configured and validated immutable backup repository.
- Security hardening documentation and compliance mapping.
- Performance validation benchmark report.
- Scalability guidance document.
- Knowledge transfer session and final documentation package.

3.2 PROJECT CLOSURE AND DELIVERABLES

- Project Closeout meeting
- Review project deliverables
- Deliver the final project documentation package.
- Obtain Customer Acceptance Form ("CAF")

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4. PROJECT MANAGEMENT

4.1 STERLING

- Sterling will perform the following Project Management activities during the term of this SOW:
- Maintain focus on time, cost, and scope.
- Identify, monitor, and manage service risks, issues, and escalations.
- Coordinate and facilitate kick-off, status, deliverable review, and closeout meetings.
- Create, monitor, and manage the Project Workbook
- Facilitate change management as needed.
- Single point of contact and accountability for successful delivery of the Services
- Coordinate regular Project Status calls.
- Facilitate project deliverables and closure documentation.
- All Project Management activities will be conducted remotely.

4.2 CITY OF DICKINSON

Customer will perform the following Project Management activities during the term of this SOW:

- Assign project sponsor, primary project technical POC, and project stakeholders.
- If required, provide Sterling personnel with adequate workspace, supplies, facilities, and systems within reasonable proximity to where services are to be performed (onsite services only)
- Coordinate the scheduling of all necessary Customer resources required for the Services and ensure those resources are available throughout the engagement, including technical contacts.
- Maintain communication with end users to prevent scheduling conflicts and ensure continuous workflow for Sterling Consultant(s).
- Notify Sterling PM immediately with any issue related to the completion of the services described in this SOW and participate in the escalation of such issues until resolution is achieved.

5. SCHEDULING

Upon completion of a Sterling SOW (Statement of work) Sterling and Customer will agree on firm and fixed dates for the work to begin, all work scheduled will require a minimum of two (2) week lead time. Both parties will use their best reasonable efforts to inform the other party at least two (2) weeks before requesting changes to dates for onsite/remote work.

- Delays caused by the Customer that prevent the Provider from performing Services as scheduled may result in additional charges. Provider will notify Sterling Services of delays that prevent the service from being performed. Customer shall provide or update existing purchase order (with a purchase order number) for the price or charges for Services either upfront or as agreed to as specified in this Agreement.
- Customer Delays: Both parties acknowledge that unforeseen events may occasionally occur in the normal course of business, potentially leading to delays in the Customer's timely participation in the services engagement described herein.
  - If the Customer experiences project delays exceeding a cumulative total of ten (10) business days or more than five (5) business days in a single instance, the Provider reserves the right to temporarily suspend the provision of Services and reassign Provider personnel.
  - The Customer is required to provide a written Notice of Re-Engagement certifying their renewed availability to participate in the project within the required timeframe.
  - During the suspension period, the Provider retains the right to invoice the Customer for weekly Project Management hours to compensate for incurred costs resulting from the delay. Billing will include Consulting/Engineering hours consumed up until the project suspension.
  - Once the Customer provides the Notice of Re-Engagement, the Provider will resume the provision of Services and allocate resources accordingly.
  - The Provider's right to charge for Project Management hours during the suspension period is intended to mitigate the impact of the delay and ensure that necessary project oversight and coordination can continue.
  - Any exceptions or modifications to these assumptions must be agreed upon in writing by both parties and documented in an addendum to the Agreement.

6. CUSTOMER RESPONSIBILITIES | ASSUMPTIONS | LIMITATIONS

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Sterling and Customer will share responsibility for the success of this implementation. The full cooperation of Customer management, staff, and any necessary internal parties will be required to achieve the desired results. This includes making sufficient time for review of written materials, meetings, etc.

In order to keep the costs of the project to a minimum, Customer staff may be utilized to perform the basic data gathering tasks. It is assumed that any data gathered by Customer personnel will be accurate, as the Customer is responsible for the accuracy of the information provided to the Provider consultants. This data will be analyzed to determine the existing hardware/software architecture.

6.1 CUSTOMER RESPONSIBILITIES

- Maintain a backup of all data and programs on affected systems prior to Sterling performing the Services and during the term of the SOW. The customer will take reasonable backup measures and, in particular, will provide for a daily backup process and backup of the relevant data, software, and programs before Sterling Services performs any work on the Customer's production systems.
- Develop or provide documentation of existing environment consistent with best practices. Examples include a Network Topology map of the existing network. This Topology map should include IP addresses, Gateways, VLANs, and VPNs on the local area network.
- Configuration and troubleshooting infrastructure services including (but not limited to) AD/DNS/OU/GPO, IP Subnet availability, NTP, Network and Firewall settings, as they relate to infrastructure requirements.
- Customer will provide necessary access to systems, including service accounts, usernames, and passwords. For remote engagements, reasonable remote access to the local network through VPN will be provided as needed.
- Coordinate and lead all Customer 3rd party vendors as required to facilitate services and accept responsibility for delays caused by other vendors.
- Ensure all required racks or equipment, power outlets, and power distribution units ("PDUs"), provided are installed and functional.
- Coordinate scheduling of internal resources such that knowledge transfer is conducted in one contiguous session (unless otherwise stated herein).
- Identify a location for disposal of the packaging within the immediate installation location; if disposal of the packaging is outside of the immediate installation location, the Customer is responsible for removal.
- Customer is responsible for the procurement and provisioning of all software licenses (including portal credentials where necessary) and maintaining applicable support agreements. The customer will ensure that all necessary software licenses for the installed software are purchased and up-to-date and that all systems and software impacted by this service are under current support agreements. Unless this CSOW specifically requires Sterling Services to provide a software license, the Customer is responsible for all software licensing requirements
- Unless otherwise directed by Customer in writing during the installation process, Sterling Services will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by Sterling Services under this CSOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.
- Promptly notifying Sterling Services in writing of: a) any changes Customer makes to its information technology environment that may impact Sterling Services' delivery of the Services; or b) business, organizational, security, and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will control any changes to the CSOW following the notice.
- Provide Sterling Services with any required consents necessary to perform the Services.
- Maintain a current version of an anti-virus application continuously running on any system to which Sterling Services is given access and will scan all Deliverables and the media on which they are delivered.
- Ensuring the Sterling Services personnel have: reasonable and timely access to the project site, software, hardware, and internet access; a safe working environment; an adequate office space; parking; and remote access as required. Facilities and power must meet Sterling Services' requirements for the products and Services purchased.
- Prior to the start of this CSOW, the Customer will designate in writing a primary point(s) of contact (the 'Customer Contact' or 'SPOC') to ensure that all tasks can be completed within the specified time period. The Customer Contact will ensure that communications between the Customer and Sterling Services are timely and effective and that any communication between the Customer and Sterling Services is made through the SPOC. All Services communications will be addressed to the Customer Contact.
- Customer Contact will obtain and provide project requirements, information, data, decisions, and approvals within one working day of the request unless both parties agree to a different response time.

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- Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Deliverable presentations.
- Customer will provide technical points-of-contact with the necessary IT knowledge and decision-making authority, to schedule and coordinate IT resources, and ensure access to support staff and subject matter experts for project data and meetings.
- The Customer will provide all licenses, hardware, operating systems, and software required to complete the project and ensure that all hardware that is part of the engagement (including any hardware and software being replaced) is covered by maintenance and warranty agreements.
- Customer has purchased licensing for software being installed and maintains applicable support agreements.
- The Customer will provide timely response to information requests to ensure all projects maintain an acceptable completion timetable.
- The Customer will provide a primary contact who will be responsible for all formal and informal communications regarding the content and format of the proposed system.
- The Customer will make the required personnel available for the meetings and reviews required to maintain an acceptable completion timetable.
- The Customer is responsible for providing all relevant company policies prior to implementation.
- The Customer will be responsible for the accuracy of the information provided to the Provider consultants, as assumed in this document.
- If required, the Customer will provide the appropriate access to offices, systems, and information required by the Provider consultants to complete the project.

For engagements delivered by Sterling remotely:

- Physical installation, power up, and configuration required for remote access to all necessary devices.
- VPN credentials and access to all affected devices on the network.
- Physical tasks associated with troubleshooting as needed.

Note: Sterling assumes no liability for loss or recovery of data, programs, or loss of use of system(s) arising out of or in connection with the Services provided under this CSOW.

6.2 ASSUMPTIONS

- All holidays and non-working days are identified prior to scheduling the start of the services and will not impact the agreed upon schedule once services are started.
- It is assumed that the Customer's environment meets all prerequisites defined in the Prerequisites Appendices
- Provider assumes that the Customer environment is free from viruses, worms, or other malicious software and is working properly according to generally accepted industry standards in all respects.
- It is assumed that the Customer's IT personnel have the background and skill set to perform operations and maintenance functions for in-scope technologies once knowledge transfer and handoff are complete.
- Knowledge transfer to be completed within five (5) business days from the completion of implementation/ configuration services.
- Provider will communicate any time off requests to the Sterling Services Project Administrator / Resource Coordinator and is subject to approval by Sterling Services and Customer
- If the Customer makes any changes to the scope of work during or after the work begins under the CSOW, additional charges and/or schedule changes may apply.
- The City of Dickinson will provide:
  - Required rack space, power, and network ports.
  - Veeam licensing and credentials for integration.
  - Access to existing backup infrastructure and administrative accounts.
- Work will be performed during business hours unless otherwise agreed.
- Hardware delivery lead times may impact project schedule.

6.3 LIMITATIONS

The following tasks are considered out of scope for this engagement:

- Sterling is not responsible for conflicts with existing software or network permissions conflicts, as configured by the customer network and active directory.
- Sterling will work with vendors for installation or configuration of third-party software but is not responsible for issues that arise with third party software.
- The development of any intellectual property created solely and specifically for the Customer under this SOW.
- De-installation or re-arranging of existing equipment, unless described in this SOW.
- Any other training, services, tasks, or activities not specifically described in this SOW.

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- Facility electrical or construction work (e.g., asbestos removal, cabling in walls).
- Replacement or upgrade of the existing SAN or hypervisor infrastructure.
- Ongoing managed services beyond knowledge transfer and handoff.
- Cloud storage integration or hybrid immutability solutions.

7. PRICING AND ASSUMPTIONS

7.1 FIXED FEE CHARGE

The customer agrees to pay sterling on a fixed fee, ("ff") basis for services performed under this SOW.

Following the performance of the service, the customer agrees to pay the provider an amount not to exceed the following one-time charge. such an amount will be paid in accordance as stated in the Pricing Table in Section 8 of this SOW.

PLEASE REFERENCE QUOTE # Q-00704493

7.2 PRICING ASSUMPTIONS

Actual Travel and Expenses may vary based on advanced notice for resource scheduling and other variables. If such variables impact the travel and expenses fee, Sterling will notify the Customer prior to incurring additional expenses, provide an estimate of the additional cost, create a change order, and implement the change upon the Customer's acceptance of the Change Order.

- Payment Terms: Net 30.
- For Milestone based engagements, Sterling will invoice the client for each Milestone upon acceptance of deliverables for the Milestone.
- In the event that hardware for the project is shipped directly to the customer, it is the customer's responsibility to verify all hardware has arrived and has not been damaged in shipment. If the customer discovers that not all the hardware arrived or hardware is damaged, it is the customer's responsibility to notify Sterling within three (3) business days.
- Unless otherwise agreed upon, Sterling reserves the right to invoice the customer for the hardware when delivered and invoice the services portion at the completion of the project.
- If travel is included, the Provider Engineer(s) will be traveling Monday mornings and Friday afternoons to and from the customer site and will be billable.

Specified Minimums:

- Forty (40) hours over a consecutive five (5) day period, per Consultant, Per Week.
- Eight (8) hours per day.

8. CHANGE MANAGEMENT PROCESS

Upon Sterling's or Customer's determination that a change is necessary to refine a process, procedure, or add a service that is not included within the original scope of work, a change order will be created by the Sterling PM, outlining the change and, if applicable, any costs associated with the change.

The customer will review the proposed Change Request and determine whether the change is acceptable or requires modifications. Both parties will (a) sign the Change Request, (b) agree to modifications to the Change Request, or (c) reject the Change Request. Changes to the scope of work will be implemented only upon agreement and signature of the Change request by both parties.

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9. ACCEPTANCE OF PROPOSAL

IN WITNESS WHEREOF, Customer and Sterling Computers have caused this SOW to be signed and delivered by their duly authorized representatives as of the date of the last signature below (the “Effective Date”).

By signing this document all parties are responsible for the terms and conditions within this agreement.

City of Dickinson	Sterling Computers
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

This data, furnished in connection with this quotation, shall not be disclosed outside the Government Organization and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided that, if a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the Government Organization shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government Organization's right to use the information contained in the data if it is obtained from another source without restriction. The data subject to the restriction is contained in sheets marked with the following legend: Use or disclosure of the data on this sheet is subject to the restriction on the title page of this proposal’.

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STERLING™

YOUR **TRANSFORMATIONAL** PARTNER

Enterprise Services

City of Dickinson

Immutable On-Premise Backup Storage Server Implementation

August 20, 2025

Case #63316

Submitted by:
STERLING
303 Centennial Drive | PO Box 1995 | North Sioux City, SD 57049
Phone: 800.916.1030 | Fax: 605.242.4001
www.sterling.com

APPENDIX A – SUPPORTED SITES

Supported Site	Address	City	State/Province	Zip/Postal	Qty
City of Dickinson	City Hall , 1st St West	Dickinson	ND	58601	

APPENDIX B - CHANGE ORDER EXAMPLE DOCUMENT

PROJECT INFORMATION				
"Project"	Project ID			
"Customer"	Customer Name	City of Dickinson		
"Project"	Project Name			
"Case"	Case No.	63316		
"RFC"	RFC No. 0001			
"Company PM"	Name:		Email:	Phone:
"Sterling PM"	Name:		Email:	Phone:

SCOPE OF CHANGE	
Reason for change	

SCOPE DETAILS	
Milestone Name	
Tasks	
Deliverables	
Completion Criteria	
Customer Responsibilities	

PRICING TABLE

Milestone	Resource Type or Cost Item	Hours/ Units	Hours/ Unit Cost	Sub-Total	Expenses Cost	Total
				$ 0.00		$ 0.00
				$ 0.00		$ 0.00
				$ 0.00		$ 0.00
Totals						

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PROJECT INFORMATION				
"Project"	Project ID			
"Customer"	Customer Name	City of Dickinson		
"Project"	Project Name			
"Case"	Case No.	63316		
"RFC"	RFC No. 0001			
"Company PM"	Name:		Email:	Phone:
"Sterling PM"	Name:		Email:	Phone:

SCOPE OF CHANGE	
Reason for change	

SCOPE DETAILS	
Milestone Name	
Tasks	
Deliverables	
Completion Criteria	
Customer Responsibilities	

PRICING TABLE

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				$ 0.00		$ 0.00
Totals						

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Immutable On-Premise Backup Storage Server

TO: Information Technology Department, City Hall
38 1st St West, Dickinson, ND 58601

SBA 8(a) Certified – Expires September 30, 2026 SBA Case Number: C0069X
SBA HUBZone Certified

GSA MAS Contract: GS-35F-521BA
GSA STARS III Contract: 47QTCB21D0397

Submitted By:

POC 1: Amine Jkaoua
Title: Proposal Specialist
Email: Ajkaoua@E-LOGIC.US

Authorized Company Representative:

POC 2: Luis Padilla
Title: President CEO
Email: Lpadilla@E-LOGIC.US
Phone: +1 (202) 499-7837

E-Logic, Inc.
Physical Address: 2000 Pennsylvania Avenue NW, STE 7000, Washington DC 20006.

SAM UEI: G8SNQ1CZGNX5
DUNS: 786965876
CAGE Code: 4QTF4
TIN/EIN: 51-0629765

Date: 12:00 Noon, Wednesday, August 20, 2025

The terms and conditions contained in the RFP are acceptable to be included in the award document without modification, deletion or addition. We agree to hold the prices in this quotation for 30 calendar days from the date specified for receipt of proposals. We Agree with all terms, conditions, and provisions included in the solicita
We agree to furnish any or all items upon which prices are offered at the price set opposite each item.
Our proposal meets the RFP as written with no deviations.

Written Response

Immutable On-Premise Backup Storage Server

Proposal in the Same Numerical Order as Issued

Proposer (Prime): E-LOGIC (SBA 8(a), HUBZone)
TIN/EIN: 51-0629765 **DUNS:** 786965876 **CAGE:** 4QTF4 **SAM UEI:** G8SNQ1CZGNX5
OEM/Brand Proposed: Object First — Ootbi immutable object storage appliance (2U, 432 TB model)
Bid Identification: "BID – Immutable On-Premise Backup Storage Server" (City of Dickinson, ND)

Authorized Signatory:
Name/Title: Luis Padilla, President and CEO

Signature/Date:

Official Business Address: 2000 Pennsylvania Avenue NW, STE 7000, Washington DC 20006.
Email/Phone: Lpadilla@E-LOGIC.US / +1 (202) 499-7837

1) Introduction / Instructions to Proposers (Acceptance & Return of RFP)

We acknowledge this entire set of documents constitutes the RFP, and we are returning responses in the same numerical order in which it was issued, complete and signed by an authorized officer. We will submit electronically (single PDF) by 12:00 noon, Wednesday, August 20, 2025, per the RFP, or provide one original + one copy if delivered via hardcopy, as instructed. We will not contact other City staff or elected officials outside the designated process.

2) Scope of Services

2.1 On-Premise Immutable Backup Storage Sizing & Design

- **Target capacity:** Minimum 400 TB to hold immutable backup data — we propose Object First Ootbi 2U (432 TB RAID-6 capacity) which meets/exceeds this minimum. Configuration: 22×24 TB enterprise HDDs in RAID-6 with 2×24 TB hot spares and 2×480 GB SSD (RAID1) OS disks, plus 1×1.6 TB NVMe cache.
- **Compatibility:** Designed for Veeam Backup & Replication and the City's environment (Hyper-V, ~70 TB live data, Hitachi E590 SAN).
- **Sizing rationale:** 432 TB usable capacity (RAID-6) supports immutability windows and multiple synthetic full chains for ~70 TB source data with headroom for growth.

2.2 Installation Directions (ensuring best practices & availability) We will deliver step-by-step directions covering:

1. **Rack & power**: Install Ootbi rails; mount 2U chassis; dual PSUs to redundant PDUs; label asset.
2. **Network**:
    - Management: assign IPMI and Web-UI management IPs on dedicated management VLAN.
    - Data: connect Dual 25 Gb SFP28 ports (LACP or active/standby per City standard) to core/backup network; enable jumbo frames if standard; validate MTU end-to-end.
    - Auxiliary: Dual 10 Gb Base-T ports available for management/auxiliary paths.
3. **Software & hardening**: initial cluster build; MFA enablement, RBAC roles, time sync, NTP, syslog/monitoring integration.
4. **Veeam integration**: create S3 object repository, enable immutability (object-lock), integrate via Veeam repository wizard; test job writes/reads; validate retention enforcement.
5. **Cutover & availability**: schedule maintenance window; seed first backup chain; verify restore tests; handoff.

2.3 Connectivity Drawings (if multiple nodes are utilized) We will provide labeled connectivity drawings showing:

- Dual 25 Gb SFP28 uplinks from each storage node to the City's switches (port IDs/VLANs/LAG).
- Management/IPMI connections.
- Logical view of Veeam components to the Ootbi S3 endpoint(s).

3) On-Premise Immutable Backup Storage — Requirement-by-Requirement Technical Compliance

Capacity & Data Protection

- **Minimum 400 TB storage space** — Meets/Exceeds.
- **RAID-6; tolerate 2 drive failures without data loss** — Meets.

Veeam Compatibility

- Fully compatible out-of-the-box with Veeam Backup & Replication Essentials —Meets.
- Compatible to leverage immutable snapshots (object-lock) — Meets.
- Integrates using officially supported APIs (including SOSAPI) — Meets.

Networking & Power

- Dual 25 Gb SFP+ ports with modules included — Meets.
- Two 10 Gb Base-T ports — Meets.
- Dual PSU (power redundancy) — Meets.
- Rack rails & hardware — Meets.

Support / Warranty

- 5-Year Support Agreement (drive replacement covered) — Meets.

Security & Architecture Capabilities

- **Native immutability:** Data is locked at the storage layer using S3 object-lock. The immutability enforcement is fully on-premises and does not rely on external cloud services, external OS hardening, or third-party tools.
- **Purpose-built appliance:** Ootbi is a dedicated immutable storage appliance engineered specifically as a Veeam backup target. It is not a general-purpose NAS or SAN, ensuring the environment is hardened and tuned only for backup workloads.
- **On-premise immutability enforcement:** All immutability enforcement occurs locally on the appliance. Even with administrative access, backup data under immutability cannot be altered or deleted until its retention period expires.
- **Instant recovery / high-speed restores / rapid ingestion:** The system is designed to ingest backup data at high throughput via 25 GbE links and NVMe cache acceleration. Synthetic fulls and restores run rapidly due to architecture tuned for Veeam's parallel processing and block-level operations.
- **Retention enforcement at storage level:** Immutability settings are enforced within the storage layer itself, preventing accidental or malicious shortening of retention periods once backups are written.
- **Block root-level deletion:** Even administrators cannot force deletion of data protected by immutability. Attempts to do so are blocked at the storage engine level.

- **No shell access required:** Administration is performed entirely through a dedicated web-based GUI. There is no need for shell/CLI logins, reducing attack surface.
- **Zero Trust with RBAC & MFA:** Administrators are assigned only the minimum roles needed; multi-factor authentication is enforced for console access; and no default accounts remain active. This enforces Zero Trust principles.
- **Air-gap-like protections:** Immutability, RBAC, MFA, and absence of shell access provide protections equivalent to air-gapping, without requiring offline media.
- **NIST/CISA validation:** The solution aligns with CISA "Secure by Design" and NIST cybersecurity guidelines. Controls such as immutability, MFA, RBAC, and tamper-proof storage are integral to compliance.
- **Dedicated Web GUI:** All administration is performed through an intuitive web interface designed for backup/storage administrators. No Linux or third-party CLI expertise is required.
- **Scalable node architecture:** Additional Ootbi nodes can be added seamlessly to expand capacity and performance. The architecture is built for linear scaling.
- **Automated updates & self-healing/alerting:** The system provides guided, automated updates via the Web-UI. Health monitoring, alerting, and error correction features maintain resiliency with minimal administrator intervention.
- **Multi-tenant repositories:** Multiple isolated storage buckets can be configured for separate departments, agencies, or workloads, ensuring policy isolation and compliance enforcement.
- **Linear performance scaling:** As nodes are added, both capacity and throughput scale predictably, without complex reconfiguration.
- **Capex-friendly:** Immutability is an included feature. No subscription fees or licensing renewals are required to maintain immutable functionality.
- **Avoidance of recurring fees unrelated to hardware expansion:** Costs are limited to physical expansion (additional nodes or capacity). There are no ongoing fees tied to immutability or retention windows.

4) Existing Site Details — Compatibility Confirmation

- Hyper-V Failover Cluster VMs — supported via Veeam backups to Ootbi S3 immutability.

- Veeam Backup & Replication — fully supported and certified as Veeam Ready — Object with Immutability (incl. SOSAPI).
- ~70 TB live data; Hitachi Vantara E590 SAN — proposed capacity and performance leave ample headroom for retention growth and synthetic fulls.

5) Relevant Qualifications (Solution & Team)

- **Solution qualifications:** Purpose-built immutable object storage for Veeam; certified as Veeam Ready — Object with Immutability with SOSAPI support.
- **Security posture:** MFA, RBAC, no SSH/root, immutable object-lock at storage layer; aligns with CISA/NIST Secure-by-Design and Zero Trust principles.
- **Company qualifications:** e-LOGIC is SBA 8(a) & HUBZone; experienced in turnkey backup & DR projects for public sector entities.

6) Relevant Experience & References

1. **Refrence One:**
   Contrat Number: FAFA8307-21-F-0138
   Dollar Amount: $1,439,764.35
   Client: DEPT OF THE AIR FORCE
   POC: Ebonie A. Charles
   POC Email: ebonie.charles@us.af.mil
   POC Phone: 210-925-5127

2. **Refrence Two:**
   Contrat number: 12314424F0621
   Dollar amout: $165,556.8
   Client: USDA
   POC: Leann Kuhl
   POC Email: leann.kuhl@usda.gov

3. **Refrence Three:**
   Contrat Number: 1333BJ23F00282024
   Dollar Amount: $523,882.47
   POC: Okemia Mcbride
   Client: Department of Commerce Patent and Trademark Office
   POC Email: okemia.mcbride@uspto.gov
   POC Phone: 571-270-0453

7) Scalability & Sustainability

The proposed solution is designed not only to meet the City's current backup storage requirements, but also to sustain and scale as the environment grows:

- **Capacity scaling:** The Ootbi architecture allows the City to add additional nodes to expand capacity linearly. For example, if backup requirements increase due to data growth or additional workloads, new appliances can be introduced seamlessly, without disrupting existing operations.
- **Performance scaling:** Throughput and ingest rates increase as new nodes are added. This ensures backup and recovery performance scales with data volume, avoiding bottlenecks.
- **Predictable growth model:** The solution provides clear, predictable scaling — both in capacity and cost. The City can plan for growth over 5–10 years knowing additional investment only occurs when more storage nodes are needed.
- **Operational sustainability:** Administration is simple via the Web-UI, requiring minimal specialized training. Updates are automated, and built-in monitoring ensures the environment remains resilient without high ongoing labor costs.
- **Financial sustainability:** The model is capital expenditure–friendly. Immutability is built in, so there are no mandatory subscriptions or hidden recurring costs that could strain future budgets. This makes it easy for the City to plan long-term.
- **Alignment with targeted goals:** The City's stated objective is to strengthen resiliency against cyberattack. Immutable storage with Zero Trust enforcement ensures recoverability even in ransomware or insider threat scenarios. As the City modernizes and grows its IT footprint, the storage expands with it, ensuring future goals around digital services and data protection remain secure and achievable.

8) Deliverables

1. Immutable backup storage appliance (configured as specified).
2. Installation Directions (full step-by-step, as outlined in §2.2).
3. Connectivity Drawings (as outlined in §2.3; single- or multi-node variant as applicable).
4. Veeam integration and validation results (write/read/restore & immutability enforcement checks).
5. Support enrollment confirmation (5-year NBD + 24×7 access).

Cost of Project

COST PROPOSAL

PROPOSAL #	DATE	EXPIRATION DATE
117417	08/20/2025	09/19/2025

ADDRESS	SHIP TO
Information Technology Department at City Hall 38 1st ST West, Dickinson, ND 58601	Information Technology Department at City Hall 38 1st ST West, Dickinson, ND 58601

#	DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	**Brand name:** PRODATIX **Part number:** **Item description:** Object First Ootbi Series immutable object storage appliance – 2U 432 GB model – retail price Intel C626 dual socket server motherboard, 2 TB RAM capacity, dual 25 Gigabit Ethernet, USB 3.0 2 x Intel Xeon Scalable Silver 4460 8-core processors (3.2 GHz) 256 GB Samsung 2933 MHz DDR5 ECC server RAM (8 x 32 GB) 22 x 24 TB Enterprise hard drives – RAID 6 – 432 TB capacity 2 x 480 GB SATA SSD -- RAID 1 – Dedicated OS disks 2 x 24 TB SAS hot spares 1 x 1.6 TB Enterprise NVME – cache drive Redundant 1,100 watt 80 Plus Titanium power supplies No DVD Rewritable Drive 2 x 10 Gigabit network ports: 10GBase-T – Onboard 2 x 25 Gigabit network ports: SFP+ 25 Gb/port – Card 1 x IPMI management network port 24 hot-swap hard drive bays Object First Linux immutable object storage OS software – accessible via web browser 5-year Standard NBD warranty & 24/7 – 365-day support	1	$ 152,606.11	$ 152,606.11
1	Installation, Configuration, and Training, as required, per RFP.	1	$ 17,874.00	$ 17,874.00
Free Shipping				$ 0.00
			TOTAL:	$ 170,480.11

SAM UEI: G8SNQ1CZGNX5
DUNS: 786965876
CAGE Code: 4QTF4
TIN/EIN: 51-0629765

E-Logic, Inc.
2000 Pennsylvania Avenue NW, STE 7000, Washington DC 20006.
Email: LPadilla@e-logic.us
Cell: 202-499-7837/ Fax: 703-349-6228

August 20, 2025

IMMUTABLE ON-PREMISE BACKUP STORAGE SERVER PROPOSAL FOR

CITY OF DICKINSON

AARON MEYER, IT DIRECTOR

Prepared by:

Shawn Benz
Technology Advisor
701.250.2116
shawn.benz@marconet.com

Marco Technologies, LLC
112 3rd St W, Suite 202
Dickinson, ND 58601

Managed Services

Copiers & Printers

Audio Visual

Business IT Services

TABLE OF CONTENTS

1. Cover Letter
2. Marco Corporate Overview
3. Marco Proposal
4. References

*To enhance your user experience, this page features hyperlinks to facilitate easy navigation.

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August 20, 2025

City of Dickinson
Aaron Meyer, IT Director
38 1st St West
Dickinson, ND 58601

RE: Cover Letter

Dear Aaron,

Thank you for the opportunity to partner with City of Dickinson and provide the following response to your Immutable On-Premise Backup Storage Server Request for Proposal.

Established in 1973, Marco is the leading company in integrated technology solutions in the nation with over 1,200 team members committed to our mission of helping clients effectively apply technology that contributes to their success. We proudly serve over 18,000 clients nationally with offices in 16 states throughout the upper Midwest and East Coast, including Dickinson, ND.

At Marco, we gauge our success by our ability to deliver solutions that help our clients achieve their goals. Based on what we have learned, here's a look at some of the results City of Dickinson could see by partnering with Marco:

We're passionate about what we do and what to achieve excellence every time. Here's what our clients tell us they appreciate most about Marco:

- **Extensive technical expertise** with over 650 factory-trained, certified systems engineers and technical professionals who can design solutions to promote efficiency, cost-savings and growth.
- **Strong vendor partnerships** established over the past 52 years that enable us to provide the best solutions for your business needs.
- **Top player in the industry** with a track record of leading innovation and advancements that improve business performance.

We understand that business relationships are not immediate and develop over time. A commitment to developing long-term client relationships have driven our growth and established Marco as the trusted company it is today. We look forward to building an ongoing relationship with City of Dickinson.

Sincerely,

Shawn Benz
Technology Advisor
701.250.2116
shawn.benz@marconet.com

Jason Moe
Sales Director
701.751.2860 x4310
jasonm@marconet.com

MARCO CORPORATE OVERVIEW

WHO WE ARE AND WHAT WE DO

Marco is a leading integrated technology services company with 47 locations and over 18,000 clients nationally. Our 52 years of business experience and history of innovation demonstrate our leadership in these areas:

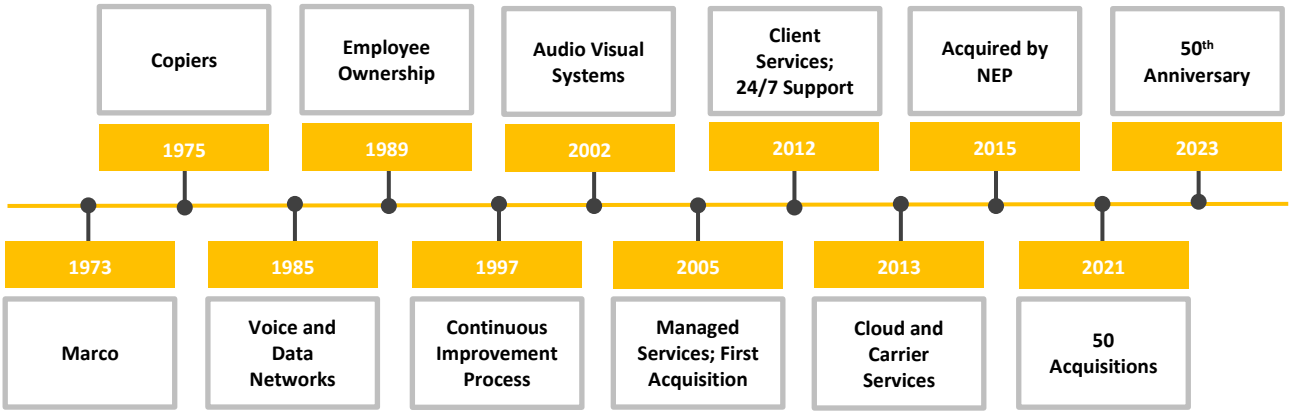
- Copiers/Printers
- Managed Services
- Business IT Services
- Phone Systems
- Cloud Services
- Carrier Services
- Enterprise Content Management
- Audio Visual Systems
- Physical Security
- Shredding Services

MARCO'S MISSION

To help our clients effectively apply technology that contributes to their success.

OUR JOURNEY IN TECHNOLOGY

Originating as a typewriter company in the 1930s, Marco took on the printing industry in 1973, voice and data solutions in 1985 and continued to expand into cloud technologies, software solutions and managed services.



Marco's unique insight on how each critical business tool, application and infrastructure works together will help you leverage your investment, maximize your technologies adoption and improve organizational efficiency.

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FINANCIAL STABILITY

As a low-risk technology provider that has remained strong and profitable, Marco has increased its workforce to over 1,200 employees, expanded to 16 states and 47 locations. Our ongoing commitment to growth contributes to the success of our company and our clients.

Revenue:

- 2024 | $465 million
- 2023 | $460 million
- 2022 | $412 million

TECHNICAL SUPPORT

When partnering with Marco, you will not only receive a dedicated account team, but you also will have access to over 650 factory-trained, certified systems engineers and technical representatives to keep you aware of the latest technologies. Our full-time dispatchers and Support Desk professionals consistently maintain a 95% live call answer rate.

GOLD STANDARD CULTURE

Creating a strong corporate culture takes intention — and a lot of passion. We have both, and you can feel it as soon as you walk in our doors. We take employee satisfaction to heart and consider our team members part of our work family and our Gold Standard Community.

Marco's Gold Standard is focused on building a positive workplace environment – and it's not only for our employees. The Gold Standard includes four pillars: **employee engagement, client satisfaction, community support and vendor partnerships**. We have internal committees dedicated to making each pillar a success because we never settle for less than gold.

ADDITIONAL INFORMATION AND RESOURCES

- Learn more about what we do and more importantly, why we do it on our website at marconet.com.
- We offer many free educational resources, such as our webinars, questionnaires, and eBooks.
- Discover current technology topics, solutions and tools at YouTube.com/@Marconet.
- Sign up for our Technology Insights Blog on our website for additional educational tools to help you and your business succeed.
- Stay updated with "The Tech Tip-Off," our monthly LinkedIn newsletter for quick insights on IT, cybersecurity, printing, and all things tech.
- Explore self-help resources and FAQs in our comprehensive Knowledge Base, available at help.marconet.com.

@ 2025 MARCO. ALL RIGHTS RESERVED.

August 20, 2025

PROPOSAL FOR

CITY OF DICKINSON

AARON MEYER

Prepared By:

Shawn Benz
Technology Advisor
701-250-2116
shawn.benz@marconet.com

Quote Number: 207809

Managed Services

Copiers & Printers

Audio Visual

Business IT Services

SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

IT - immutable storage RFP -- CITY OF DICKINSON

Prepared by:

Marco
Shawn Benz
701-250-2116
shawn.benz@marconet.com

Prepared for:

CITY OF DICKINSON
38 1st St W
DICKINSON, ND 58601-5222
Aaron Meyer
(701) 456-7805
aaron.meyer@dickinsongov.com

Quote Information:

Quote #: 207809
Version: 4
Date Issued: 08/20/2025
Expiration Date: 08/29/2025

ExaGrid - EX135

Description	One-Time	Qty	Ext. One-Time
540TB Usable Capacity - (2) ExaGrid EX135 - 324TB Raw Disk Capacity Tiered Backup Storage Appliance - 5 year support - turn key ExaGrid Installation	**$113,437.03**	**2**	**$226,874.06**
Disk Capacity: Raw:324TB.Useable: 270TB, 135TB Full Backup. Includes qty 2 10 Gigabit or qty 1 25 Gigabit Add on Cards. Disks are encrypted (Note: QTY 2 = 540TB Usable)		2	
Five year 5 x 8 EX135 Customer Support and product Maintenance		2	
25 Gigabit Ethernet Dual Port SFP28 Optical Option for all ExaGrid models. Includes two qualified SFP28 short-range Modules.		2	
EX-25GBE-OPTICAL Five year 5 x 8 Customer Support and product Maintenance		2	

Subtotal: **$226,874.06**

ExaGrid - EX189

** Optional Section*

Description	One-Time	Qty	Ext. One-Time
378TB Usable Capacity - (1) ExaGrid EX189 - 432 TB Raw Disk Capacity Tiered Backup Storage Appliance - 5 year support - turn key ExaGrid Installation	*$161,849.28*	*1*	*$161,849.28*
Disk Capacity: Raw:432TB.Useable: 378TB, 189TB Full Backup. Includes qty 2 10 Gigabit or qty 1 25 Gigabit Add on Cards. Disks are encrypted. Note: Showing as "optional" as its 22TB short of the 400TB requirement"		*1*	
EX189-SECMANDS Five year 5 x 8 Customer Support and product Maintenance		*1*	
25 Gigabit Ethernet Dual Port SFP28 Optical Option for all ExaGrid models. Includes two qualified SFP28 short-range Modules.		*2*	

SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

EX-25GBE-OPTICAL Five year 5 x 8 Customer Support and product Maintenance		*2*	

* Optional Subtotal: **$161,849.28**

Quote Summary - One-Time Expenses

Description	Amount
ExaGrid - EX135	$226,874.06

Total: **$226,874.06**

Payment Options

Description	Payments	Interval	Amount
One-Time Payment			
One-Time Payment	**1**	**One-Time**	**$226,874.06**

Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	

SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

Approval

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
- Client represents that it has reviewed and agrees to be legally bound by the Relationship Agreement, any Product Agreement(s) referred to herein, and applicable policy(ies) ("Terms and Conditions") which are located at www.marconet.com/legal for the Products it is obtaining as identified in this Schedule of Products.
- If the parties have negotiated changes to the Terms and Conditions that have been reduced to writing and signed by both parties, the modified version(s) of such Terms and Conditions, that have not expired or been terminated, shall replace the online version(s).
- Client agrees to use electronic signatures, electronic communications, and electronic records to transact business under the above documents.
- The pricing above does not include taxes. Taxes, fees and surcharges shall be paid by Client and will be shown on invoices to Client.
- Payments made via credit card are subject to a 3% surcharge.
- A $30 fee will be assessed for any returned payment.
- Price availability is subject to change without notice at any point during or after the quotation, ordering, and fulfillment process.

Marco Technologies, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF DICKINSON

Prepared for: Aaron Meyer

Signature: _____

Signed by: _____

Title: _____

Date: _____

PO Number: _____

Email Address: _____

ExaGrid Americas

Customer Support and Maintenance

ExaGrid's customer support and maintenance services are designed to ensure that ExaGrid meets your data protection needs. Each customer is assigned a Level 2 support engineer.

Support and Maintenance

Annual Fee ..... Yearly options based on a percentage of the actual purchase price of the system

Coverage ..... All hardware, software and support coverage listed below

Support Response

Requirement..... Current annual customer maintenance and support renewal

Support Hours ..... 8:00 a.m. to 5:00 p.m. (Eastern standard time), Monday – Friday (optional 7x24 support available for an additional fee)

Methods..... Phone or email support

Response Time..... Two-hour response time (80% of requests for support are responded to in less than an hour)

Installation

Service ..... Installation is done via phone using a WebEx session. ExaGrid has installed thousands of customers and systems worldwide using this approach.

Self Monitoring, Automatic Notification, and Remote Support

Requirement..... Current annual customer maintenance and support renewal
Valid remote access from an ExaGrid service center to the ExaGrid system

Service ..... Monitor any alerts including pre-defined thresholds
Remotely analyze and diagnose problems

Reconciliation ..... Many problems are quickly resolved without customer intervention. ExaGrid does not commit to what percentage of problems it can resolve without customer intervention.

Hardware Maintenance

Requirement..... Current annual customer maintenance and support renewal

Program ..... All systems are modular, and all drives and power supplies are hot swappable. Any failed hardware components are shipped next-day business air and are replaced by the customer. 100% of the hardware is covered—disk drive, power supply, server, included network components.

Software Maintenance

Requirement..... Current annual customer maintenance and support renewal

Program ..... All software to access all features and functionality are included with all appliances. There is no a la carte software.
In addition, all versions (point and full) are provided at no charge. There are no additional charges if the customer is on yearly maintenance and support.

Availability

Countries ..... ExaGrid supports all countries, worldwide

Support Email Address .... support@exagrid.com

Support Phone Number... 1.800.868.6985 or 1.508.898.2872 option 2

★★★★★

ExaGrid Tiered Backup Storage

Fastest Backups

Fastest Recoveries

Unparalleled, Cost-effective Scale-out

Comprehensive Security and Ransomware Recovery

United States 100 Campus Drive / Marlborough, MA 01752 / (800) 868-6985
United Kingdom 200 Brook Drive / Green Park, Reading, Berkshire RG2 6UB / +44 (0) 1189 497 051
Singapore 1 Raffles Place, #20-61 / One Raffles Place Tower 2 / 048616 / +65 6808 5574

ExaGrid reserves the right to change specifications or other product information without notice. ExaGrid and the ExaGrid logo are trademarks of ExaGrid Systems, Inc. All other trademarks are the property of their respective holders. ©2024 ExaGrid Systems, Inc. All rights reserved.

REFERENCES

We value our client relationships and protect their information. Out of professional courtesy, if you wish to speak directly to Marco/Exagrid's references, please allow us to arrange. You can also visit our website at https://www.marconet.com/resources to learn more about our customers' experience in partnering with Marco for their technology solutions.

University of South Dakota
414 E Clark St
Vermillion, SD 57069
Kyle Gruhn
605.658.6035
kyle.gruhn@usd.edu

First International Bank & Trust
100 North Main
Watford City, ND 58854
Peder Grindeland
701.232.1700
pgrindeland@fibt.com

Digi Key Corporation
701 Brooks Ave S
Theif River Falls, MN 56701
Tom Lindo
218.681.6674
tom.lindo@digikey.com

Kutak Rock LLP
1650 Farnam ST
Omaha, NE 68102
Tim Nutt
402.346.6000
tim.nutt@kutakrock.com

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WRF Manager Job Description and Request to Advertise

Presented by: Deputy Public Works Director, Jake Waldo

Consideration to Approve

CITY OF Dickinson North Dakota

Grade PW-19

Key Duties:

- Direct supervision and oversight of WRF staff
- Development and tracking of Preventative Maintenance Plan (PMP)
- Assist with annual budget development
- Ensure compliance with applicable regulations

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota | Public Works

September 2, 2025

RE: WRF Manager Job Description/Request to Advertise

This request is to both approve the job description for a Water Reclamation Facility Manager position and to proceed with advertising our intent to fill this position. The role of this position is to provide direct oversight to facility staff and to facilitate the ongoing development of a comprehensive preventative maintenance program to ensure facility equipment and grounds are maintained to the highest standard into the future.

While this position has been vacant for 3 years and was not included in the 2025 budget, it is the recommendation of Public Works staff to return this position to our organization to ensure the continued success of our Water Reclamation Facility.

This position will require formal education in a related field, as well as considerable experience working in a mechanical treatment plant in a supervisory capacity and will be advertised at grade PW-19; which is equal to other management-level positions within Public Works.

This job description has been reviewed by HR and Public Works, staff recommends approval.

Thank you,

Jacob Waldo
Deputy Public Works Director

WATER RECLAMATION FACILITY MANAGER

POSITION SUMMARY

~~Supervises~~Oversees, plans, and directs the operation and maintenance of the City's Water Reclamation Facility, laboratory tests in waste water treatment operations, ~~sewer collection,~~ and reuse water systems. Manages and develops staff, ensures regulatory compliance, maintains operational efficiency and implements a comprehensive maintenance program for all facility assets. ~~Schedules, assigns, supervises~~ oversees, ~~and evaluates work of operators.~~

ESSENTIAL DUTIES AND RESPONSIBILITIES

- ~~Responsible for the operation and maintenance of the Water Reclamation Facility.~~
- Monitors, directs, ~~and~~ controls plant processes to ensure ~~that~~ all treatment and disposal activities meet permit compliance requirements.
- Coordinates ~~the organization, staffing, and operational activities for the plant~~ facility ~~including responsibility for critical decisions regarding operational changes, process control, routine and preventative maintenance priorities, scheduling, and compliance with numerous regulations of multiple federal, state, and local agencies~~ staffing and operational activities for the facility, including operational changes, process control, preventative maintenance scheduling, and compliance with multiple regulatory agencies.
- Develops, implements and monitors a preventative maintenance program for all Water Reclamation Facility assets to minimize downtime and ensure compliance with permit requirements.
- Works closely with other divisions, departments, and agencies ~~as necessary~~ to ensure clear, con~~cise~~sistent communication of objectives, needs, and deficiencies. ~~May interact with federal, state, and local regulatory agencies on issues such as permits, records inspections, reports, etc.~~
- ~~Works closely with the refinery on waste water quality and exceedances or issues.~~
- ~~Works closely with and directs waste water collections staff on waste water quality and chemical treatment on lift stations.~~
- ~~Provides technical advice~~Advise and make recommendations to the Public Works Director ~~on treatment and administrative matters affecting the~~regarding ~~the proper and efficient operation of the Water Reclamation Facility including cost and operational analysis, required levels of employees' equipment and material, development of performance standards, and the establishment of facility goals and objectives~~on operational efficiency, cost control, equipment needs, staffing requirements, and facility performance standards.
- ~~Develops and delivers water reclamation and pretreatment related education to City staff and public.~~ Prepares for and coordinates responses to state and federal regulatory inspections and audits.

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WATER RECLAMATION FACILITY MANAGER

- ; performs administrative duties necessary for the management of the facility, its staff, and budget, including forecasting funds needed for staffing, equipment, materials, supplies, coordinating purchases and maintaining inventory of equipment and supplies.
- Participates in the development and implementation of goals, objectives, policies, and priorities; recommends and implements resulting policies and procedures for the operation and maintenance of the Water Reclamation Facility.
- Directs, coordinates, and reviews the work plan for operations and maintenance functions, services, and activities at the Water Reclamation Facility; assigns work activities and projects; monitors work flow; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve issues.
- Works with and supervises plant operators inOversees the monitoring of treatment plantWater Reclamation Facility performance; makes changesprocess adjustments as indicated by control tests and laboratory reports.facility performance monitoring, makes process adjustments based on laboratory results and operational data..
-
- Manages Water Reclamation Facility staff. Work tasks includinge making hiring and firing termination recommendations, providing technical advice and guidance, monitoring employee performance and safetytraining, safety oversight, and performance evaluations.
- Ensures that work is performed according to City specifications and standards, safety protocols, and industry standards.
- Participates in the development of the Facility's annual budget, participatescontributes to in the long-term and short-term forecasting of funds needed for staffing, equipment, materials, and supplies. Mmonitors and approves operating expenditures and assists with short- and long-term capital planning.
- Selects, trains, motivates and evaluates assigned personnel; provides or coordinates staff training; develops goals and performance standards for employees; works with employee to correct deficiencies; implements discipline and termination procedures.
- Oversees and ensures adherence to safety programs for staff and equipment; assists with action planning for safety programs; implements and monitors risk management plan regarding hazardous materialensures compliance with hazardous materials regulations.
- Attends and participates in meetings at various levels to promote or seek input on proposed programs and needs. Mayand represent the Public Works department and make presentations regarding operational activities at various meetingsat meetings, presentations and public outreach events related to water reclamation astewater operations.
- Promotes a culture of safety, teamwork, and collaboration, accountability and continuous improvement within the Water Reclamation Facility, and the Public Works Department. as a whole.

May interact with federal, state, and local regulatory agencies on issues such as permits, records inspections, reports, etc.

- Performs related duties as required.

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WATER RECLAMATION FACILITY MANAGER

Knowledge, Skills and Abilities:

- Knowledge of wastewater treatment and water reclamation plant principles, operations, and equipment ~~and types and levels of maintenance and repairs generally performed at a wastewater treatment and water reuse facility~~.
- ~~Knowledge~~ Strong understanding of wastewater treatment biology, laboratory testing, and water reuse processes. ~~and chemical and bacteriological testing.~~
- Thorough knowledge of preventative maintenance planning and computerized maintenance management systems (CMMS).
- Knowledge of federal, state, ~~and~~ local laws, codes, regulations, and permits, ~~including state and federal mandates affecting the operation of a wastewater treatment facility, the discharge of treated wastewaters, safety regulations concerning industrial environments and hazardous materials, and permit requirements.~~
- Knowledge of ~~principles and practices of~~ municipal budget preparation, fiscal management, and resource allocation. ~~and administration.~~
-
- ~~Knowledge of office procedures, methods, and equipment including~~Proficient in relevant computer~~s and applicable~~ software, including ~~applications such as~~ word processing, spreadsheets ~~and~~, databases, and SCADA systems.
- Skill in organizational~~,~~ planning, ~~and~~ decision making, and process optimization.
- Skill in the supervision, training, and performance evaluation~~ng~~ of personnel.
- ~~Skill in public speaking, public relations and~~Strong communication skills, both oral and written, including public speaking and stakeholder engagement ~~communication~~.
- Ability to interpret plans, diagrams, and specifications.
- Ability to operate and maintain mechanical and electronic equipment
- ~~Develops objectives, general policies, and procedures for the water reclamation facility operations within general scope of established operational goals and plans~~Ability to prepare for and respond to regulatory inspections and compliance audits.
- ~~Day-to-day work and decisions do not require direction or review by immediate supervisor.~~
- ~~Frequently solves complex problems. End results are reviewed by supervisor. Strategic issues are referred to supervisor~~Ability to conduct facility risk assessments and i~~i~~mplement corrective actions to maintain operational compliance.
- ~~Errors in judgment could significantly affect the operations of the Water Reclamation Facility and the City of Dickinson.~~
-

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~~RELATIONSHIPS~~

~~**Leadership/Supervisory Responsibilities:**~~

- ~~Manager of the Water Reclamation Facility and has human resource responsibilities for direct reports.~~
- ~~Organizes, directs and evaluates the work activities and development of staff.~~
- ~~Makes disciplinary and hiring recommendations.~~

DRAFT

WATER RECLAMATION FACILITY MANAGER

~~**Relation to Others:**~~

- ~~Position requires substantial contact on a regular basis with federal and state agencies, the public and with employees of several city departments.~~
- ~~Entrusted with sensitive information relating to employees, city policies and functions.~~
- ~~Mediates subordinates in times of conflict while assessing and diffusing problem situations.~~
- ~~Explores innovative and creative ways to meet the needs of staff and the citizens of the city.~~
- ~~Make presentations to small groups of employees, City Commission or the general public as requested.~~
- ~~Performs related duties as required.~~

QUALIFICATIONS

Education and Experience:

- ~~Associates Degree in Physical Science, Wastewater Technology, Biology, Chemistry or related field, Bachelor's Degree preferred.~~~~Bachelors~~Bachelor's Degree in Environmental Science, Civil/Environmental Engineering, Wastewater Technology, Biology, Chemistry, or closely related field. An Associate's Degree with 5+ years progressively responsible wastewater treatment experience including supervisory duties, may be considered in lieu of a ~~Bachelors~~Bachelor's Degree. Coursework or training in asset management, preventative maintenance planning, and regulatory compliance preferred.
- ~~Five to seven years of increasingly responsible experience in the operation and maintenance of a sewage~~ wastewater ~~treatment plant facility, including at least two years in a professional supervisory capacity.~~
- Or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the position.

Special Requirements:

- Valid North Dakota Driver's License
- ~~North Dakota Class A Commercial Driver's License with air brake and tanker endorsement within 6 months of hire.~~
- Possession of ~~or ability to readily obtain~~ a valid North Dakota Wastewater Treatment Class IV Certification or similar certification from another state at the time of hire~~ is strongly preferred~~. ~~..~~ Candidates ~~with~~who hold a minimum of a Class III Certification and ~~the ability~~are eligible to obtain Class IV Certification within one ~~one~~ year may be considered.~~;~~
- North Dakota Department of Health pH Certification within three months of hire.
- Additional certification in water reuse operations, safety management, or hazardous materials handling desirable.

Commented [JW1]: This text, in my opinion, should stay. E.g.: suppose we have a candidate from another state. While this individual may not currently posses ND licensure, ND observes other state's licenses and will issue a certification with no test required upon request for those with a similar cert from another state.

Commented [JW2]: While this is a possibility, as this certification is a permit requirement that is currently unfulfilled, I would strongly prefer not to advertise it.

DRAFT

WATER RECLAMATION FACILITY MANAGER

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WORKING CONDITIONS

Environment:

- Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, driving, pushing, pulling, lifting, grasping, talking, hearing, seeing (identify shades of color), and repetitive motions. May be required to work overtime, weekends and holidays; in all weather conditions; most work will be performed indoors.
- Incumbents may be subjected to moving mechanical parts, electrical currents, fumes, odors, dusts, gases, poor ventilation, irritating chemicals, contagious or infectious diseases, inadequate lighting, work space restrictions and intense noises. May exert 50 to 100 pounds of force occasionally, and/or up to 20 pounds of forces constantly to move objects.
- Work requires the use of personal protective devices such as masks, goggles, gloves, ~~personal~~ gas monitors, etc.

~~**Classification:**~~ Grade:~~ 1915 (GPW-159)~~
Created and updated to new format: 08/24/2015
Approved by CSC: 9/30/2015
Approved by City Commission: 10/05/2015
Updated by: Deputy PW Director Waldo, HR Nameniuk – 8/25/25

DRAFT

WATER RECLAMATION FACILITY MANAGER

POSITION SUMMARY

Oversees, plans, and directs the operation and maintenance of the City's Water Reclamation Facility, laboratory tests in waste water treatment operations, and reuse water systems. Manages and develops staff, ensures regulatory compliance, maintains operational efficiency and implements a comprehensive maintenance program for all facility assets.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Monitors, directs, controls plant processes to ensure all treatment and disposal activities meet permit compliance requirements.
- Coordinates staffing and operational activities for the facility, including operational changes, process control, preventative maintenance scheduling, and compliance with multiple regulatory agencies.
- Develops, implements and monitors a preventative maintenance program for all Water Reclamation Facility assets to minimize downtime and ensure compliance with permit requirements.
- Works closely with other divisions, departments, and agencies to ensure clear, consistent communication of objectives, needs, and deficiencies.
- Advise and make recommendations to the Public Works Director on operational efficiency, cost control, equipment needs, staffing requirements, and facility performance standards.
- Prepares for and coordinates responses to state and federal regulatory inspections and audits. Participates in the development and implementation of goals, objectives, policies, and priorities; recommends and implements resulting procedures.
- Oversees facility performance monitoring, makes process adjustments based on laboratory results and operational data..
- Manages staff including hiring and termination recommendations, training, safety oversight, and performance evaluations.
- Ensures work is performed according to City specifications, safety protocols, and industry standards.
- Participates in the development of annual budget, monitors expenditures and assists with short- and long-term capital planning.
- Oversees safety programs for staff and equipment; ensures compliance with hazardous materials regulations.
- Attends and participates in meetings and represent the Public Works department at meetings, presentations and public outreach events related to water reclamation operations.
- Promotes a culture of safety, teamwork, collaboration, accountability and continuous improvement within the Water Reclamation Facility, the Public Works Department.

DRAFT

WATER RECLAMATION FACILITY MANAGER

Knowledge, Skills and Abilities:

- Knowledge of wastewater treatment and water reclamation plant principles, operations, and equipment.
- Strong understanding of wastewater treatment biology, laboratory testing, and water reuse processes.
- Thorough knowledge of preventative maintenance planning and computerized maintenance management systems (CMMS).
- Knowledge of federal, state, local laws, codes, regulations, and permits.
- Knowledge of municipal budget preparation, fiscal management, and resource allocation.
- Proficient in relevant computer software, including word processing, spreadsheets, databases, and SCADA systems.
- Skill in organizational planning, decision making, and process optimization.
- Skill in the supervision, training, and performance evaluation of personnel.
- Strong communication skills, both oral and written, including public speaking and stakeholder engagement.
- Ability to interpret plans, diagrams, and specifications.
- Ability to operate and maintain mechanical and electronic equipment
- Ability to prepare for and respond to regulatory inspections and compliance audits.
- Ability to conduct facility risk assessments and implement corrective actions to maintain operational compliance.

QUALIFICATIONS

Education and Experience:

- Bachelor's Degree in Environmental Science, Civil/Environmental Engineering, Wastewater Technology, Biology, Chemistry, or closely related field. An Associate's Degree with 5+ years progressively responsible wastewater treatment experience including supervisory duties, may be considered in lieu of a Bachelor's Degree. Coursework or training in asset management, preventative maintenance planning, and regulatory compliance preferred.
- Or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the position.

Special Requirements:

- Valid North Dakota Driver's License
- Possession of a valid North Dakota Wastewater Treatment Class IV Certification or similar certification from another state at the time of hire. Candidates who hold a minimum of a Class III Certification and are eligible to obtain Class IV Certification within one year may be considered.
- North Dakota Department of Health pH Certification within three months of hire.
- Additional certification in water reuse operations, safety management, or hazardous materials handling desirable.

DRAFT

WATER RECLAMATION FACILITY MANAGER

WORKING CONDITIONS

Environment:

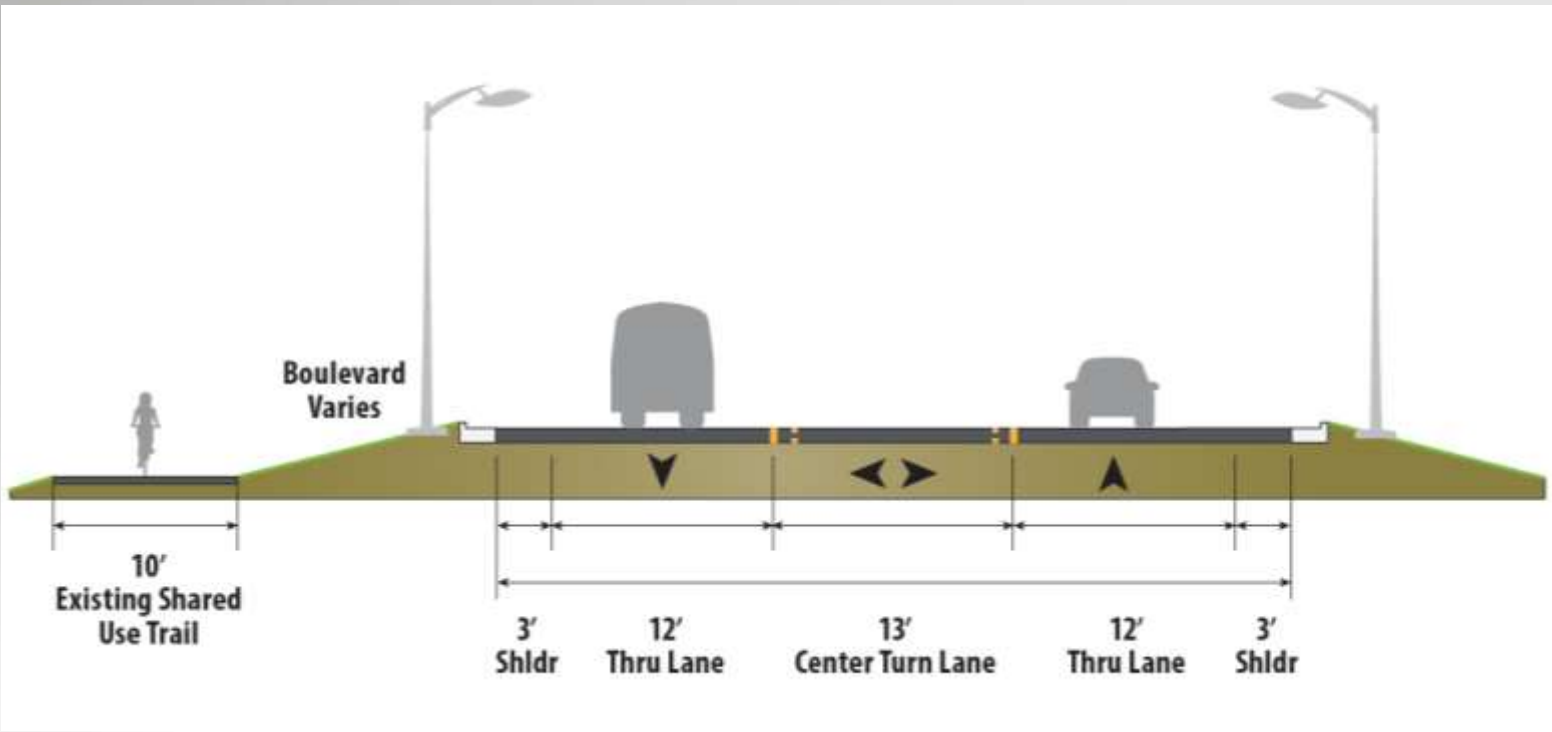
- Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, driving, pushing, pulling, lifting, grasping, talking, hearing, seeing (identify shades of color), and repetitive motions. May be required to work overtime, weekends and holidays; in all weather conditions; most work will be performed indoors.
- Incumbents may be subjected to moving mechanical parts, electrical currents, fumes, odors, dusts, gases, poor ventilation, irritating chemicals, contagious or infectious diseases, inadequate lighting, work space restrictions and intense noises. May exert 50 to 100 pounds of force occasionally, and/or up to 20 pounds of forces constantly to move objects.
- Work requires the use of personal protective devices such as masks, goggles, gloves, gas monitors, etc.

Grade: PW-19
Created and updated to new format: 08/24/2015
Approved by CSC: 9/30/2015
Approved by City Commission: 10/05/2015
Updated by: Deputy PW Director Waldo, HR Nameniuk – 8/25/25

DRAFT

10th Ave. E. – Museum Dr. to 21st St. E.

Proposed Roadway Profile



CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

August 27, 2025

RE: September 2nd Commission Meeting

10th AVE E – MUSEUM DR to 21st ST E PROJECT ND DWR LETTER OF SUPPORT

For your consideration is letter of support for the North Dakota Department of Water Resources (DWR) grant application to authorized the City of Dickinson to submit the project grant application. The project is included on the 2025-2027 DWR Water Development Plan which increases the probability of successfully being awarded the grant. The municipal water supply cost share maximum is 60% from the DWR, and 40% from the City of Dickinson. Based on the current estimates, this grant application is anticipated to be for **$280,000,** and the City of Dickinson cost share is estimated to be $180,000. Both construction and construction engineering costs are eligible cost share items.

The City Engineering staff recommends approval.

CITY OF Dickinson North Dakota

Engineering & Community Development

September 2, 2025

North Dakota Department of Water Resources
1200 Memorial Highway
Bismarck, ND 58504-5262

RE: 10th Ave. E – Museum Dr. to 21st ST E Project – City Commission Letter of Support

The City of Dickinson is in support of the North Dakota Department of Water Resources (DWR) grant application regarding the 10th Ave. E – Museum Dr. to 21st ST E Project; City of Dickinson project number 202415. The project is anticipated to replace approximately 700-lineal feet of 14-inch Asbestos Cement watermain with new 14-inch PVC watermain. The Asbestos Cement watermain have been the second most frequent watermains to break within the City of Dickinson which is why this segment is a priority for the project.

The City of Dickinson appreciates the opportunity to apply for the municipal water supply grant through the DWR. The grant will allow the City to provide safe and adequate drinking water to our citizens for years to come.

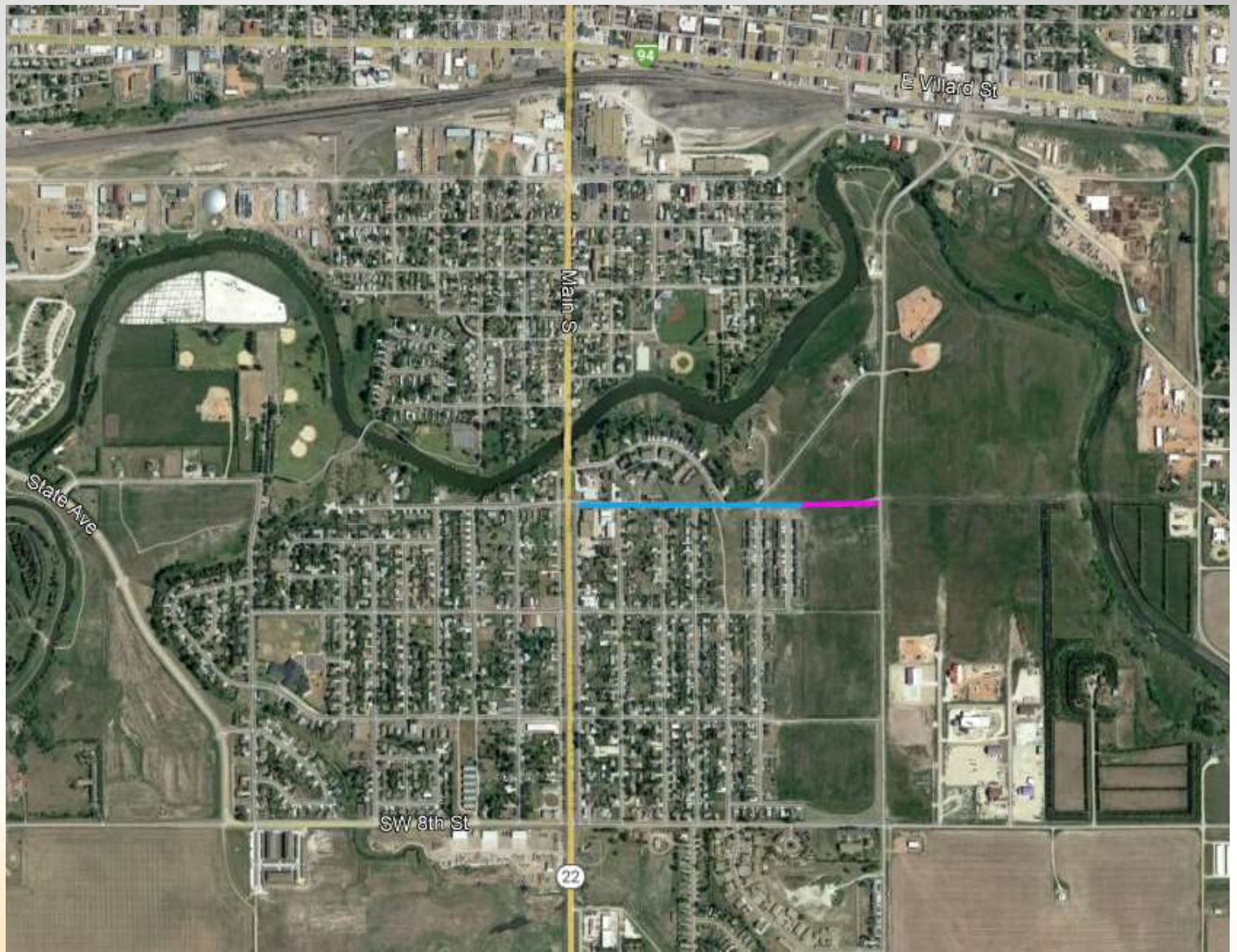
Thank you,

Scott Decker
Mayor

5th St. SE – 3rd Ave. W. to 6th Ave. SE.

New Construction: MAGENTA

Microsurface/Mill & Overlay: BLUE



CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering & Community Development

September 2, 2025

North Dakota Department of Water Resources
1200 Memorial Highway
Bismarck, ND 58504-5262

RE: 5th ST SE – HWY 22 to 6th AVE SE Project – City Commission Letter of Support

The City of Dickinson is in support of the North Dakota Department of Water Resources (DWR) grant application regarding the 5th St. SE – HWY 22 to 6th Ave. SE Project; City of Dickinson project number 202417. The project is anticipated to extend approximately 670-lineal feet of new 8-inch PVC watermain. By extending the infrastructure to connect to 6th Ave. SE, it is our goal to promote new development in the area and to loop our existing watermain infrastructure.

The City of Dickinson appreciates the opportunity to apply for the municipal water supply grant through the DWR. The grant will allow the City to provide safe and adequate drinking water to our citizens for years to come.

Thank you,

Scott Decker
Mayor

CITY OF Dickinson North Dakota

Engineering Memorandum

August 27, 2025

RE: September 2nd Commission Meeting

5th ST SE – HWY 22 to 6th AVE SE PROJECT ND DWR LETTER OF SUPPORT

For your consideration is letter of support for the North Dakota Department of Water Resources (DWR) grant application to authorized the City of Dickinson to submit the project grant application. One of the scopes of work for the project is to extend the watermain approximately 670 feet to loop the system to the existing watermain in 6th Ave. SE. The project is included on the 2025-2027 DWR Water Development Plan which increases the probability of successfully being awarded the grant. The municipal water supply cost share maximum is 60% from the DWR, and 40% from the City of Dickinson. It is the goal of the project to promote new development in the area, and to loop the existing watermain infrastructure. Based on the current estimates, this grant application is anticipated to be for **$180,000,** and the City of Dickinson cost share is estimated to be $120,000. Both construction and construction engineering costs are eligible cost share items. This letters of support is a new requirement from the DWR.

The City Engineering staff recommends approval.

CITY OF Dickinson North Dakota

Engineering Memorandum

August 29, 2025

RE: September 2, 2025 Commission Meeting

ClearStream Environmental – Material & Installation Proposal – WRF Clarifier (202419)

For your consideration is a proposal from ClearStream Environmental (CSE) to provide material & installation for the Drive Gearbox, Safety Stairway, and access plating for both Final Clarifiers located at the Water Reclamation Facility (WRF).

A CSE representative was on site to validate the equipment and installation measurements for the clarifier arms approved at the August 5th Commission meeting. While on-site, the representative was asked to conduct additional inspections on the drive mechanism (Gearbox) for the clarifier arms. The representative indicated the gearbox was in need of a mid-life overhaul. Two options were identified: refurbishment or replacement during the clarifier arm project, as conducting the gearbox maintenance required removal of the dome roof and re-work on the arms. The public works & engineering departments determined that replacement is the preferred alternative due to a material upgrade, improved reliability and project timing. The representative also indicated that improved access for gearbox maintenance was possible with the proposed deck grating.

Also, while on site, CSE representative the noted the access method the WRF staff used to inspect the clarifier. The representative stated that a significantly safer method was available. The method is a retractable staircase and is included in the proposal. The current method involves the use of a man-basket with a portable crane. While this is an accepted industrial practice, the staircase provides a significant safety improvement over the crane/basket.

The proposal includes equipment drawings, operational & maintenance manuals, material, logistics, and installation with coordinated support from WRF staff.

The gearbox expected lifetime is 30+ years with suggested maintenance with a mid-life overhaul based on inspection.

The contract is for $186,625 on a fixed price basis. This funding for this project will be from Cash on Hand

The City Attorney has reviewed the contract.

The City Engineering staff recommends approval.

PROPOSAL NO. AMP25-063 Rev A

PROPOSAL

PROJECT NAME: Dickinson, ND
ENGINEER: None
SPECIFICATION NO: None
PROPOSAL DATE: August 14, 2025
REVISION DATE: August 20, 2025
EQUIPMENT: Two (2) Model CIC31 Drive Replacements for 80' diameter Secondary Clarifier

ClearStream Environmental
9090 South 300 West
Sandy, UT 84070

Phone: 801-676-1890
Fax: 801-676-1893
Contact: Wei Xie
Email: wei.x@clearstreameng.com

ClearStream Representative:
Agency: Fougner Engineered Solutions
Contact: Erin Thomas, Mark Tanner
Phone: 701-224-1156
Email: markt@fougner.com

MECHANICAL DESCRIPTION

Two (2) Drive Replacements for 80' diameter Secondary Clarifier mechanism. Each Drive units shall consist of the following equipment:

- PRE Model CICC31 is a low-speed, high-torque, totally enclosed gear drive with positive overload protection. The drive consists of a 1/2 HP, 3 phase, 230/460 Volt, 60 Hertz, motor, mechanical speed reducers, and precision main bearing designed for a continuous torque of 21,600 ft-lbs. The main bearing carries a ten-year warranty. Drive unit housing will be made from cast iron, adaptors will be constructed out of A36 steel
- Replacement platform grating for prevent moisture build up around the drive units
- Fasteners – 304SS
- Coating for the adaptors:
    - Surface Preparation:
        - Non-Immersion Service: SSPC-SP6 (commercial blast)
        - Immersion Service: SSPC-SP10 (near white blast)
    - Coating:
        - Non-Immersion Service: High Build Epoxy Primer coat.
        - Immersion Service: High Build Epoxy Primer coat.

Two (2) Safety Staircase

- Safety Staircase spans from walkway bridge to top of the launder
    - 9 sq ft structure steel platform extended from the walkway bridge with aluminum handrails and safety chains
    - 7 steps between the two landing surfaces
    - Aluminum grating throughout
- Safety extension ladder system
    - One end of a 28 ft, 300lbs weight capacity all aluminum extension ladder that are permanently mounted on the staircase platform, and the other end can be lowered to the tank floor for ease of access

FIELD SERVICE:

None included.

LIMITS AND EXCEPTIONS:

Proposal and pricing does not include:

- Installation of tanks.
- Electrical Interconnection Diagrams or Electrical Control Panel, unless called out in the proposal.
- First fill of lubricants for drive units
- Field wiring of electrical or instrumentation

PRICING

Pricing for the described equipment is as follows. The prices quoted do not include sales, excise, or other similar taxes. All associated taxes shall be paid by the Purchaser or, in lieu thereof, Purchaser shall provide ClearStream Environmental with a tax exemption certificate acceptable to the taxing authorities. If ClearStream Environmental is required to pay such taxes, a service fee of 10% of the tax amount will be charged to the Purchaser.

Two (2) CIC31 Replacement Cast Iron Cage Drives	**$ 141,764**
Two (2) Platform grating around the drive units	**$ 9,118**
Two (2) Safety staircase and ladder system	**$ 35,743**
Installation service for Two (2) Safety staircase and ladder system	**$ TBD**

Shipping is quoted as ex-works with full freight allowed to the job site. It is the responsibility of the contractor to check all components at receiving and issue all claims for damage or missing parts due to transport within 48 hours of receipt of equipment.

Additional Field Service for start-up and training is billed at $2,100 per day plus customary expenses. Travel days are billed at the daily rate. Four-week advance notice is required for field service coordination and scheduling. Any costs associated with less notice will be added to the contract price.

Schedule:

Submittal Drawing Schedule:	8 weeks after receipt of PO
Owner Review	1 week
Standard Delivery	14 weeks after receipt of Approved Submittals

Payment Terms and Conditions:

10%	Upon receipt of Purchase order
40 %	Upon review of drawings
45%	Upon delivery of mechanisms
5%	Upon completion of installation of the drive units

Terms are net 30 from billing. Late payment penalty is applied at 1.5% per month plus a monthly $50 billing fee.

Pricing is based on acceptance of these payment terms. Any modifications to these terms may result in a price increase.

Items that are not specifically stated in the above proposal are not included.

STANDARD TERMS AND CONDITIONS

PRICE CONDITIONS: The price quoted herein shall remain in effect for a period of thirty (30) days of proposal date.

DELIVERY: Delivery of the equipment quoted hereunder shall be made F.O.B. factory with full freight allowed unless noted otherwise. Shipping dates are approximate and are based upon receipt of all necessary information. ClearStream shall not be liable for damages caused by delays due to strikes, riot, warfare, act of God, accidents or other contingences beyond reasonable control of ClearStream.

DAMAGES: ClearStream Environmental shall in no event be liable for anticipated profits or consequential damages on the part of the owner/purchaser.

TERMS OF PAYMENT: ClearStream Environmental shall invoice as stated in the Payment section of this proposal. Payment is due, unless otherwise stated, net thirty (30) days.

TAXES: If the project is tax exempt, Purchaser is responsible to provide tax exempt documentation. If the project is not tax exempt, it is the responsibility of the Purchaser to pay all taxes associated with the equipment purchase. ClearStream Environmental does not process local or state taxes unless legally required to do so. If ClearStream must process taxes via the equipment contract, Purchaser is responsible to correctly calculate the amount. Taxes then will be billed as a separate line item on the final invoice with a 10% service fee.

WARRANTY: ClearStream Environmental shall warrant the equipment for five (5) years against defects in workmanship or material and reserve the right to repair or replace the defective parts. Equipment not manufactured by ClearStream Environmental shall carry the warranty of the manufacture thereof. ClearStream Environmental makes not warranties, expressed or implied, other than as herein expressed.

TITLE: Title to the equipment sold hereunder shall remain in the possession of ClearStream Environmental until the purchase price is paid in full. The purchaser shall do all acts necessary to protect and maintain the equipment until title is exchanged.

CANCELLATION: All order cancellations are subject to the following;
12% of contract amount if cancelled after issuance of order, or Letter of Intent.
18% of contract amount if cancelled after Submittal Drawings have been issued.
22% of contract amount if cancelled after receipt of Approved Drawings.
Once the project is sent for fabrication and manufacturing, the cancellation charge will be 26% of contract amount plus the cost of procured materials, labor, and 18% overhead on those items.
Once in fabrication, cancellation charge will be full contract amount.

BACKCHARGES: Unless stated otherwise, in writing, by ClearStream, any deviation from this policy will result in ClearStream declining any and all submitted back charges or change order requests.

1) Missing / damaged equipment: Upon arrival of material on-site, any hardware determined to be missing or damaged, must be identified, documented, and written notification be given to ClearStream within two business days of the truck arrival. Damaged equipment must be identified and photographed prior to off-loading the delivery truck. If notification is not received within this time-frame, ClearStream will not accept responsibility to repair or replace the equipment in question. Issues regarding coating damage are covered in note 3 below.

2) Non-conforming equipment: If a component or sub-assembly is found to be incorrect (design mistake, fabrication error, field damage, etc.), ClearStream must be notified as soon as possible, and the issue discussed with the appropriate project manager. Following an initial investigation and discussion, a ClearStream change order approval form must be filled out and submitted to ClearStream. The completed form must describe the issue, proposed resolution, and a not-to-exceed amount for the rework, repair, or replacement of the item in question. Once this form is completed, and the price is agreed to by an authorized ClearStream representative, written approval will be granted to complete the work. Once a change order approval form is completed and accepted, the amount noted in the form is the final agreed to charge for the issue noted.

3) Coatings: Any damage to the factory coatings applied to ClearStream supplied equipment must be noted and documented (photographs, identifications of locations and extent of damage, etc.) at the point of delivery prior to off-loading the shipment. Written notification to ClearStream must be received within two business days, with supporting documentation. Any damage that occurs to the coating during storage or installation (nicks, scratches, etc.) is considered normal installation handling damage, and should be touched up after assembly per the coating manufacturer's procedures. ClearStream will not accept any warranty claims or back charges related to touch up due to incidental handling issues. If coating repair is required for any equipment modification authorized by ClearStream, the cost of this activity must be included in the change order not-to-exceed authorization form (See Note 2 above). Other instructions and recommendations regarding coatings systems are included in the O&M manual for reference.

4) Site visit by ClearStream personnel: If a field problem is encountered, and a visit by a ClearStream representative is required, a Purchase Order to ClearStream with a not-to-exceed amount for the trip must be issued. If the field investigation reveals that the issue is indeed ClearStream's responsibility, the Purchase Order will be cancelled, and ClearStream will assume financial responsibility for the cost of the site visit.

Any modifications, changes, alterations, etc. to the equipment without the express written consent of ClearStream will void the company warranty related to the supplied equipment.

Library Expansion

Construction Geotechnical Services

Braun Intertec

Presented by: Senior Engineer, Kris Keller

Consideration to Approve

CITY OF Dickinson North Dakota

Dickinson Area Public Library Expansion

CITY OF Dickinson North Dakota

Library Expansion - Vicinity Map

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

August 29, 2025

RE: September 2, 2025 Commission Meeting

BRAUN INTERTEC – CONSTRUCTION GEOTECHNICAL SERVICES – LIBRARY EXPANSION

For your consideration is a contract with Braun Intertec to provide construction geotechnical services for library expansion. The geotechnical services include: soil observation & testing, concrete testing, structural steel observations, helical pier/pile observation & testing. These services are essential for verification of proper foundation and structural installation.

The amendment will be for $32,827.50 on a time & material basis. This work budgeted and will be funded through private donations and local sales tax.

The City Attorney has reviewed this contract.

The City Engineering staff recommends approval.

August 1, 2025 Proposal: QTB219793

Kris Keller
City of Dickinson
38 1st Street W
Dickinson, ND 58601

Re: Proposal for Special Inspection and Testing Services
Dickinson Area Public Library Addition
139 W 3rd Street
Dickinson, ND 58601

Dear Mr. Keller:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide special inspections and testing services for Dickinson Area Public Library Addition in Dickinson, North Dakota.

We have completed the geotechnical evaluation B2406649.01, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

Braun Intertec works at the intersection of natural and built environments, combining science, technology, and engineering. With around 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of the Project

We understand this project will include the construction of 3,000 sf one story steel framed building, designed with helical piers supporting frost depth strip footings.

Available Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Bartlett & West, dated May 12, 2025.
- A geotechnical report prepared by Braun Intertec, dated November 27, 2024.

- Geotechnical Addendum dated March 12, 2025.
- Discussions with Dustin Twogood, requesting Helical Observations if needed.

Project Approach and Staff Qualifications

Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration, and enforcement of the special inspection requirements of the International Building Code (IBC).

Inspections and Reporting

Our special inspectors summarize the nature, extent, and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.

Communications

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field-Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Scope of Services

Services are performed under the direction of a licensed professional engineer, either on a full-time or periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill, foundations, or pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below slabs, adjacent to walls, and in utility trenches, to determine if the relative compaction was achieved.
- Engineering oversight and review of the services provided.

Helical Related Services

- Observe installation of helical piles on a continual basis during installation.
- Document depth, torque, and time of helical piles installation.

Concrete Related Services

- Observe concrete reinforcement placement.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the interior slab on grade, exterior sidewalks, and curb and gutter, as requested.
- Observe the concrete placement and test sample preparation.
- Perform laboratory compressive strength testing of the concrete samples.

Structural Steel Related Services

- Observe and test the structural steel welded and bolted connections in the field.
- Observe and test the metal decking connections for orientation, sidelap fasteners, the hold down connections and the placement of shear studs.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, building official, fabricators and design team.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- This project will begin in Fall of 2025 and will be substantially complete by about Spring of 2026.
- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- The 35 helical piers will be placed and estimated 6 days to complete. We have assumed that observations will be required on a full-time basis.
- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips or time incurred.
- Parking will be available on site for our vehicles.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.

- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will furnish the services described in this proposal for an estimated fee of $32,827.50. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. To the extent possible, units and hours were reviewed with representatives of the contractor to determine if time frames are consistent with their expectations for completing the various activities. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Courtney at 701.626.2058 (cshattuck@braunintertec.com) or Wes at 701.355.5414 (wdickhut@braunintertec.com).

Sincerely,
Braun Intertec Corporation

Courtney Donald Shattuck
Project Manager

Charles (Wes) Dickhut
Principle Engineer/Technical Leader

Attachments:
Cost Estimate Table
General Conditions (11/04/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

_____
Authorizer's Firm

_____
Authorizer's Signature

_____
Authorizer's Name (please print or type)

_____
Authorizer's Title

_____
Date

BRAUN INTERTEC
the science you build on

Project Proposal

QTB219793

Dickinson Area Public Library Addition

Client:	Work Site Address:	Service Description:
City of Dickinson Kris Keller 38 1st St W Dickinson, ND 58601 (701) 456-7744	139 W 3rd Street Dickinson, ND 58601	Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	**Soil**				
Activity 1.1	**Soil Observations and Testing**				**$5,998.00**
206	**Excavation Observations**	8.00	Hour	149.00	$1,192.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Excavations — *1.00 Trips* — *8.00* — *8.00*				
128	**Senior Engineer**	4.00	Hour	264.00	$1,056.00
207	**Compaction Testing - Nuclear**	18.00	Hour	113.00	$2,034.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Backfill — *6.00 Trips* — *5.00* — *30.00*				
1308	**Nuclear moisture-density meter charge, per hour**	18.00	Each	34.00	$612.00
209	**Sample pick-up**	2.00	Hour	113.00	$226.00
1861	**CMT Trip Charge**	8.00	Each	45.00	$360.00
1318	**Moisture Density Relationship (Standard), per sample**	2.00	Each	259.00	$518.00
				Phase 1 Total:	**$5,998.00**
Phase 2	**Concrete**				
Activity 2.1	**Concrete Observations and Testing**				**$6,956.00**
261	**Concrete Testing**	42.00	Hour	113.00	$4,746.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Footings/Column Footings — *3.00 Trips* — *5.00* — *15.00*				
	Walls/Piers — *3.00 Trips* — *5.00* — *15.00*				
	Slab Subgrade — *4.00 Trips* — *5.00* — *20.00*				
	Sidewalks/Exterior Concrete — *4.00 Trips* — *5.00* — *20.00*				
278	**Concrete Cylinder Pick up**	10.00	Hour	113.00	$1,130.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Cylinder Pick-Up — *10.00 Trips* — *1.00* — *10.00*				
1861	**CMT Trip Charge**	24.00	Each	45.00	$1,080.00
Activity 2.2	**Concrete Lab Tests**				**$2,352.00**
1364	**Compressive strength of concrete cylinders (ASTM C 39), each**	56.00	Each	42.00	$2,352.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Footings/Column Footings — *3.00 Sets* — *6.00* — *18.00*				
	Walls/Piers — *3.00 Sets* — *6.00* — *18.00*				
	Slab Subgrade — *4.00 Sets* — *6.00* — *24.00*				
	Sidewalks/Exterior Concrete — *4.00 Sets* — *6.00* — *24.00*				
				Phase 2 Total:	**$9,308.00**
Phase 3	**Structural Steel**				
Activity 3.1	**Structural Steel Observations**				**$2,330.00**
605	**ICC Structural Steel Technician**	14.00	Hour	160.00	$2,240.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Welding/Bolting — *2.00 Trips* — *7.00* — *14.00*				

BRAUN INTERTEC
the science you build on

Project Proposal

QTB219793

Dickinson Area Public Library Addition

	1861	**CMT Trip Charge**	2.00	Each	45.00	$90.00
					Phase 3 Total:	**$2,330.00**
Phase 4		**Pile Observations and Testing**				
	Activity 4.1	**Pile Observations and Testing**				**$11,756.50**
	240	**Observations, Piles & Piers**	60.00	Hour	149.00	$8,940.00
	1861	**CMT Trip Charge**	6.00	Each	145.00	$870.00
	226	**Project Manager**	8.50	Hour	229.00	$1,946.50
					Phase 4 Total:	**$11,756.50**
Phase 5		**Project Management, Engineering Review, and Oversight**				
	Activity 5.1	**Project Management, Engineering Review, and Oversight**				**$3,435.00**
	226	**Project Manager**	15.00	Hour	229.00	$3,435.00
					Phase 5 Total:	**$3,435.00**

Proposal Total:	**$32,827.50**

BRAUN INTERTEC GENERAL CONDITIONS

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical f[illegible]e Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warrantied.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly a[illegible]t

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

a. Workers' Compensation: Statutory
b. Employer's Liability: $1,000,000 bodily injury, each accident | $1,000,000 bodily injury by disease, each employee | $1,000,000 bodily injury/disease, aggregate
c. General Liability: $1,000,000 per occurrence | $2,000,000 aggregate
d. Automobile Liability: $1,000,000 combined single limit (bodily injury and property damage)
e. Excess Umbrella Liability: $5,000,000 per occurrence | $5,000,000 aggregate
f. Professional Liability: $2,000,000 per claim | $2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS [illegible] CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEG[illegible] ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CON[illegible] OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR $50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

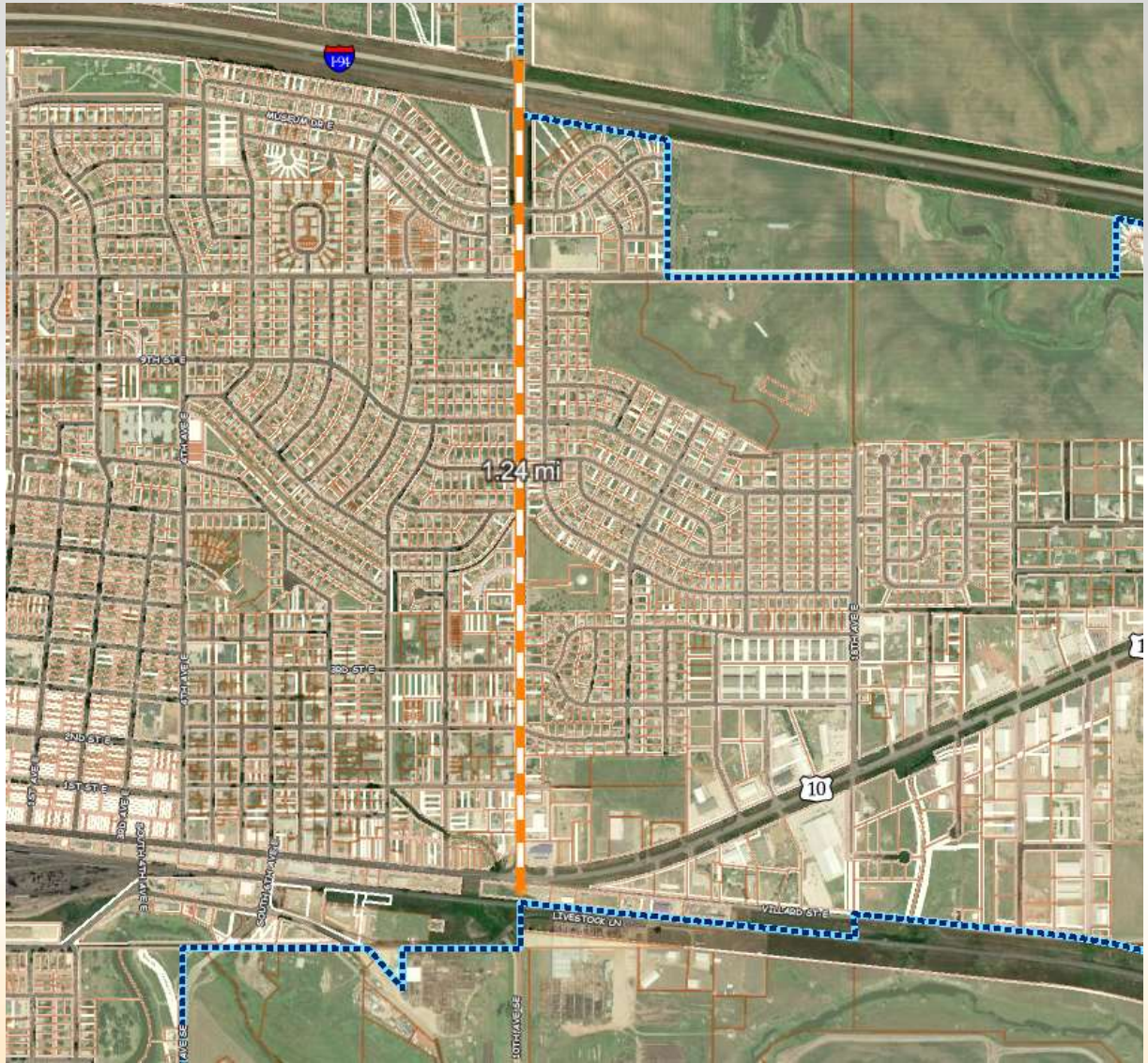
Sanitary Sewer Manhole Repairs
Construction Contract – Flatland Excavating, LLC

Presented by: Senior Engineer, Kris Keller

Consideration to Approve

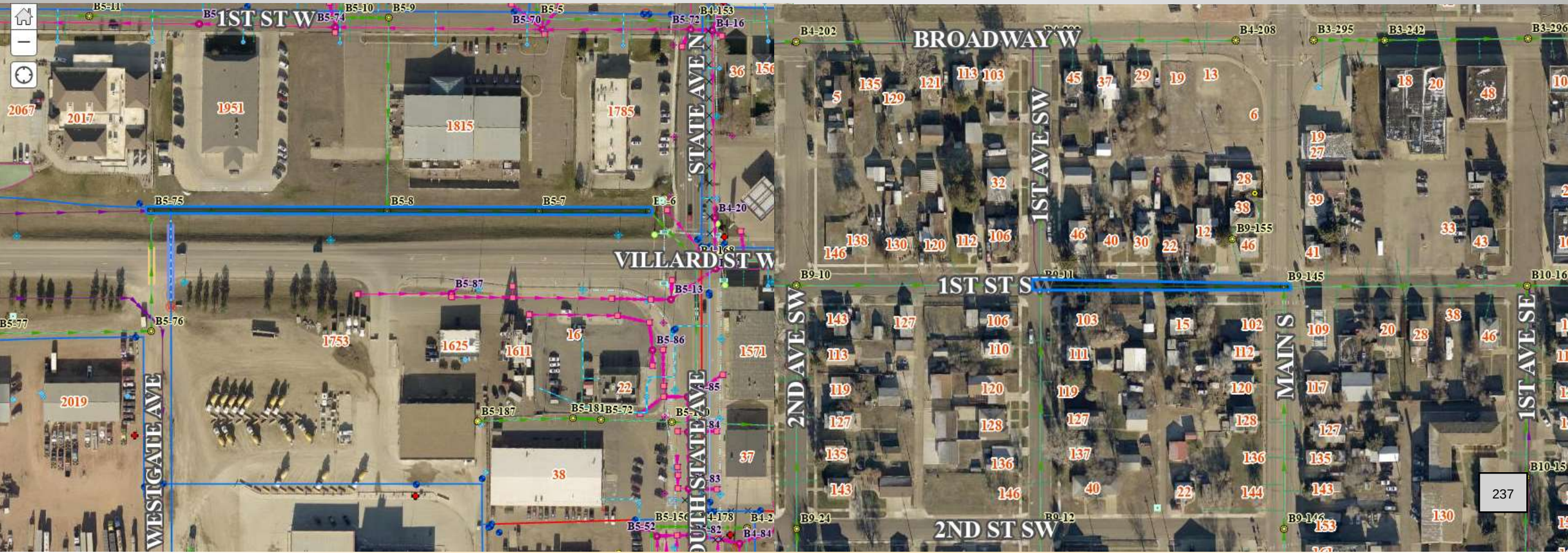
CITY OF Dickinson North Dakota

Sanitary Sewer Manhole Repairs Project



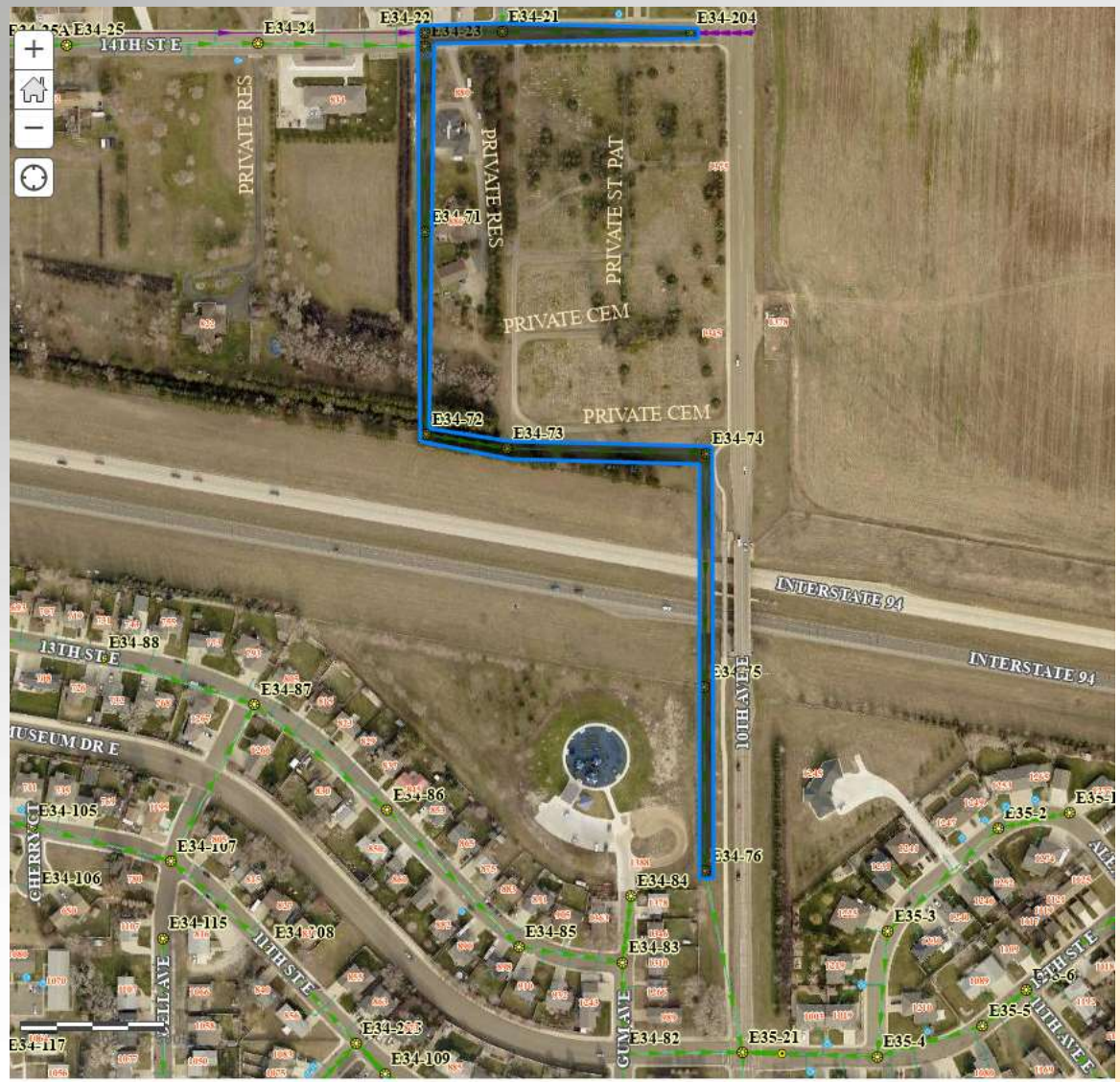
CITY OF Dickinson North Dakota

Sanitary Sewer Manhole Repairs Project



Sanitary Sewer Manhole Repairs Project

Sanitary Sewer Manhole Repairs Project



Sanitary Sewer Manhole Repairs Project

CITY OF Dickinson North Dakota

Engineering Memorandum

December 12, 2024

RE: December 17, 2024 Commission Meeting

SANITARY SEWER MH REPAIR CONSTRUCTION CONTRACT TO FLATLAND EXCAVATING, LLC - 202423

For your consideration is a construction contract with Flatland Excavating, LLC to provide material and construction services for the Sanitary Sewer Manhole Repair for a fixed price of $1,192,437.

The bid opening was coordinated electronically by Moore Engineering and took place on August 14, 2025. The engineer's opinion of cost was $1,376,650, representing 13.4% decrease. The net decrease in pricing is the material cost and sanitary system by-pass pumping.

The bid award is contingent upon contractor acceptance of terms and condition changes requested by the City Attorney, as attached in the commissioner's packet.

The project will be funded by Cash on Hand.

The City Engineering staff recommends approval.

Dickinson, North Dakota

Project No. 202423

Sanitary Sewer Manhole Repairs

Project Manual
Moore Project No. 24219

moore engineering, inc.

Docusign Envelope ID: D20C2926-248A-46DA-AA5F-0C4CB25E3367

ADDENDUM NO. 1

August 4, 2025

Project No. 202423
Sanitary Sewer Manhole Repairs
Dickinson, ND
Project No. 24219

Specifications

DELETE SP330130.81 – Manhole Rehabilitation and INSERT attached SP330130.81 – Manhole Rehabilitation

Plans

DELETE plan sheets listed below and INSERT attached plan sheets titled “ADDENDUM NO. 1” and dated 08.04.25.

CHANGES:

CIVIL

2 OF 36	G-102	Updated Table of Contents
4 OF 36	C-002	Added note stating fiberglass manholes may be used in place of polymer inserts
5 OF 36	C-003	Edited page formatting and updated asphalt patching note
9 OF 36	C-201	Added FRP Manhole Liner Detail

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SECTION SP330130.81 - MANHOLE REHABILITATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes rehabilitation of sewer utility structures:

1. Manhole Rehabilitation.

2. Manhole Scanning

1.2 MEASUREMENT AND PAYMENT

A. Sanitary Sewer Manhole – Rehabilitate

1. Basis of Measurement: By vertical foot (VF).
2. Basis of Payment: Includes cleaning and preparation of walls and bottom of manhole including rings, sealing active leaks, all components of coating system, performance testing and other necessary items necessary to complete the work.

1.3 REFERENCES

A. American Concrete Institute:

1. ACI318 - Building Code Requirements for Structural Concrete.
2. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete.
3. ACI 211.2 - Standard Practice for Selecting Proportions for Structural Lightweight Concrete.

B. ASTM International:

1. ASTM A36 - Standard Specification for Carbon Structural Steel.
2. ASTM A48 - Standard Specification for Gray Iron Castings.
3. ASTM A82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
4. ASTM A123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
5. ASTM A185 - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
6. ASTM A496 - Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement.
7. ASTM A497 - Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.
8. ASTM A615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

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9. ASTM A706 - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
10. ASTM A767 - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
11. ASTM A775 - Standard Specification for Epoxy-Coated Steel Reinforcing Bars.
12. ASTM A884 - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement.
13. ASTM A996 - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement.
14. ASTM C31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
15. ASTM C33 - Standard Specification for Concrete Aggregates.
16. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
17. ASTM C138 - Standard Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete.
18. ASTM C143 - Standard Test Method for Slump of Hydraulic Cement Concrete.
19. ASTM C150 - Standard Specification for Portland Cement.
20. ASTM C173 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
21. ASTM C192 - Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory.
22. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
23. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
24. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
25. ASTM C330 - Standard Specification for Lightweight Aggregates for Structural Concrete.
26. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
27. ASTM C494 - Standard Specification for Chemical Admixtures for Concrete.
28. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
29. ASTM C857 - Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures.
30. ASTM C890 - Standard Practice for Minimum Structural Design Loading for Monolithic or Section Precast Concrete Water and Wastewater Structures.
31. ASTM C891 - Standard Practice for Installation of Underground Precast Concrete Utility Structures.
32. ASTM C913 - Standard Specification for Precast Concrete Water and Wastewater Structures.
33. ASTM C923 - Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals.
34. ASTM C989 - Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
35. ASTM C990 - Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
36. ASTM C1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).

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37. ASTM C1244 - Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test prior to Backfill.
38. ASTM C1315 - Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
39. ASTM C1433 - Standard Specification for Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers.
40. ASTM C1504 - Standard Specification for Manufacture of Precast Reinforced Concrete Three-Sided Structures for Culverts, Storm Drains, and Sewers.

C. National Precast Concrete Association:

1. NPCA Quality Control Manual for Precast Plants.
2. NPCA Plant Certification Program.

D. SSPC: The Society for Protective Coatings:

1.4 SUBMITTALS

A. Section 013300 - Submittal Procedures: Requirements for submittals.

B. Shop Drawings:

1. Submit shop drawings as necessary.
2. Indicate product data for rehabilitating structures.

C. Product Data:

1. Submit product data for all proposed restorative liner materials for rehabilitating manholes, including leak sealers, primers, mortars, resurfacers, and top coats.

D. Design Data:

1. Submit specifications, physical properties of restorative liner materials, and chemical resistance testing data for each product.

E. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

F. Installation Logs:
1. For each structure, provide log containing the following information.
   a. Visual inspection report indicating CSP, confirmation that leaks have been stopped, and that substrate is ready to receive liner materials per Manufacturer’s instructions.
   b. Date of installation of each coating application including start time and finish time.
   c. Ambient weather data including temperature, sky condition, wind, relative humidity, and precipitation.
   d. Environmental parameters inside structure including temperature and relative humidity. Measurements to be taken at least 10 feet down in structure.
2. For each structure prior to installation of liner, submit picture of concrete substrate with CSP chip corresponding to Manufacturer’s required CSP in frame. Label picture with structure name.

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1.5 QUALITY ASSURANCE

A. Perform all work in accordance with industry standards, in accordance with these specifications, and in accordance with Manufacturer's installation instructions.

1.6 QUALIFICATIONS

A. Installer: Company specializing in performing work of this Section with minimum five (5) years' experience in installation of restorative liner materials. Installer must have previously installed a minimum of 50,000 square feet of coating system to be used on project.

B. Installers shall provide a list of previous projects completed in the last three years of equivalent nature and scope. The list shall include the owner's name, phone number and address, date of the work and approximate quantity. Include qualification and experience of key personnel.

1.7 WARRANTY

A. Contractor, Installer, and Supplier warrant and guarantee to Owner that all wastewater coatings installed will be free of defects for a period of 5 years. Said warranty shall include, but is not limited to, defects related to materials, workmanship, improper or unfavorable environmental and site conditions, and premature coating failure.

B. Contractor, Installer, and Supplier agree and acknowledge that any coating defects identified during the warranty period are to be promptly repaired and may require implementation of temporary sewage handling measures, and other related work.

C. Contractor, Installer, and Supplier accept all risk and responsibility to fulfill this extended warranty at no additional cost to Owner or Owners employees, agents, and consultants.

1.8 DELIVERY, STORAGE AND HANDLING

A. Section 016000 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.

PART 2 - PRODUCTS

2.1 INFILTRATION CONTROL

A. Furnish industry accepted quick-setting material, designed to be applied directly to active leaks under hydrostatic pressure in structures.

B. Consists of rapid setting cements, siliceous gypsum, hydrophobic polyurethane or metallic particles.

2.2 INVERT REPAIR AND PATCHING

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A. Furnish material designed to fill large voids in structure walls and to repair or reconstruct inverts where no hydrostatic pressure exists.

B. Consists of rapid setting cements, NSG aggregates, and various chloride-free accelerating agents, gypsum, or metallic particles.

2.3 RESTORATIVE LINER MATERIAL FOR STRUCTURE WALLS AND BENCHES

A. Designed for the rehabilitation of waste water related structures. Product designed for severe wastewater immersion and fume environments, capable of withstanding high levels of H_2S, H_2SO_4, and other corrosive sewer constituents.

B. Mix components per Manufacturer's written specifications.

C. Capable of a placement thickness of ½" – 3" over one or more applications.

D. Transport liner materials to the construction site in the original manufacturer's packaging.

E. Approved Products:
1. Tnemec PermaShield Series 434
2. Strong-Seal MS-2A
3. Epoxytec CPP Trowel-Liner
4. Dura-Plate 2300

F. Physical Properties:

1. Conform to the following 28-day minimum physical properties:
   a. Compressive Strength (ASTM C109/ASTM C579): 5000 psi
   b. Tensile Strength (ASTM C496): 600 psi
   c. Bond Strength (ASTM C882): 1100 psi

2.4 EPOXY COATING FOR STRUCTURE WALLS AND BENCHES

A. Designed specifically for the rehabilitation of manholes and other related waste water structures in severe H_2S environments.

B. Approved Products:
1. Tnemec 434/435
2. Raven 405
3. Epoxytec 454/456
4. Zebron
5. Dura-Plate 6100

C. Physical Properties:

1. Compressive Strength (ASTM D695): 8000psi
2. Adhesion Strength (ASTM D7234): Minimum 400psi or exceeding concrete cohesion strength.
3. Barrier Protection (ASTM G210):
   a. Minimum initial impedance of 10.0 ohms at 0.1Hz

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b. Minimum impedance of 9.0 ohms at 0.1Hz after 28 day exposure in S.W.A.T. chamber.
c. No blistering, delamination, cracking, or adhesion failure after 28 day exposure in S.W.A.T. chamber.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Verification of existing conditions before starting work.

3.2 PREPARATION

A. Cleaning and Preparation:

1. Contractor to remove this hardened material down to the original manhole bench by mechanical means as part of the cleaning process.
2. Thoroughly clean and make free of all foreign materials including dirt, grit, roots, grease, sludge and all debris or material that may be attached to the floor and walls of the structure per coating manufacturer's instructions.
3. Prepare all surfaces to be coated in accordance with SSPC-SP13/NACE No. 6.
4. Prepare surface to coating manufacturer's specified ICRI Concrete Surface Profile (CSP). If not otherwise specified by manufacturer, a minimum CSP of 5 is required.
5. Remove all materials resulting from the cleaning and preparation of the structure prior to application of the restorative liner.
6. Remove all loose or defective brick, grout, ledges, steps, and protruding ledges to provide an even surface prior to application of coating.
7. Sealing Active Leaks:

   Apply a quick-setting material designed to instantly stop running water or seepage in all types of concrete and masonry structures. Apply material in accordance with manufacturer's recommendations.

B. Invert Repair:

1. Hand mix and apply a rapid setting, non-shrink patching material to fill all large voids and repair inverts prior to lining of the structure. Temporarily restrict flow by inflatable or mechanical plugs prior to cleaning.
2. Clean area and free it of all debris per Section 3.2.A of this specification.
3. Prepare patching material per Manufacturer's written instructions.
4. Apply materials once mixed to proper consistency to the invert or void areas by hand or trowel. Take care to not apply excessive material in the channel, which could restrict flow. Smooth materials either by hand or trowel in order to facilitate flow.

3.3 INSTALLATION

A. Application of Restorative Liner:

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1. Prior to installation of liner materials, visually inspect structure interior to confirm surface preparation requirements have been met, leak sites have been corrected, and substrate is ready to receive liner materials per Manufacturer's installation instructions.
2. Identify and correct any sources of water infiltration prior to installation of liner materials.
3. Mix liner material components following Manufacturer's installation instructions. Primer must be applied between concrete substrate and liner materials unless Manufacturer indicates it would negatively impact coating adhesion and performance.
4. Adhere to Manufacturer's installation instructions pertaining to mixing proportions, pot life, application temperatures, humidity, and substrate condition. Do not apply liner materials outside of these parameters.
5. Application of liner materials:
    a. Install liner materials closely adhering to Manufacturer's installation instructions. Liner materials may be troweled, brushed, sprayed, or spin-cast as approved by Manufacturer.
    b. Apply restorative liner material between ½" and 3" thick as specified by Manufacturer.
    c. Seal around pipe penetrations according to Manufacturer's instructions.
    d. Cure restorative liner materials per Manufacturer's instructions prior to installation of subsequent coats or coating components.

B. Application of the Epoxy Coating:

1. Application to take place within Manufacturer's specified window to apply top coat materials to restorative liner substrate.
2. Provide epoxy thickness of no less than a uniform 50 mils, or as indicated by Manufacturer.
3. Cure coating according to Manufacturer's installation instructions.

3.4 FIELD QUALITY CONTROL

A. Maintain quality and performance of the material by the following measures to be determined and specified by the Engineer.
1. Performance Testing:
    a. Visual inspection and observation by the Engineer and/or representative.
    b. Discontinuity (holiday) testing per ASTM D5162.

END OF SECTION 330130.81

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REGISTERED PROFESSIONAL ENGINEER
NORTH DAKOTA
TAYLOR BRAATEN
PE-29068
Taylor Braaten
DATE: 8/4/25

moore engineering, inc.

GENERAL
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DRAFTER:	LRL
REVIEWER:	NPG

ADDENDUM NO. 1

G-1

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THE FOLLOWING PLAN NOTES SUPPLEMENT AND AMEND THE PLAN SHEETS AND SPECIFICATIONS AS FOLLOWS:

GENERAL NOTES:

1. All Work to be completed in accordance with City of Dickinson Standard Specifications and Details for construction.

2. No Work may commence until all materials have been delivered and are on site. Provide a representative to sign for materials. The Owner will not be responsible for the signing or unloading of materials.

3. The Owner has designated the location shown on sheet C-102 to be used as a stockpile and storage location for this project.

4. The drawings designate those existing items for removal, replacement, or improvement. If not designated for removal, replacement, or improvement, all other existing items within the site are to be protected.

5. Coordination with several adjacent or nearby projects is required.

   Those projects are:
   Project: 2025 Road maintenance
   Location: 10th St E and Museum Drive
   Contact: TBD
   Notes: This is a mill and overlay project that may impact access to 10th Ave E and possibly Detours

   Project: 2026 Road Maintenance
   Location: Streets West of 10th Ave E
   Contact: TBD
   Notes: This is a mill and overlay project that may impact access to 10th Ave E and possibly Detours

   Project: NDDOT Project No. SU-5-983(069)
   Location 10th Ave E from Villard to Museum Drive
   Contact: TBD
   Notes: This project is not scheduled to start until after July 4, 2026

6. PAVEMENT SWEEPING: Sweep the roadway adjacent to the construction area at the end of each day. Sweep paved areas that were used by construction traffic before opening these areas to public traffic. Sweep all newly constructed pavement no more than 24 hours before a scheduled final inspection. Use a vacuum type sweeper to perform this work.

PROJECT PHASING:

1. Phase construction to limit the number of intersections on 10th Ave closed at one time to three (3).

REMOVAL NOTES:

1. Remove a 12'x12' square of asphalt around all structures receiving a polymer insert. Include all costs associated with the removal and disposal of asphalt at the City's Baler Building in the price bid for "Removal of Asphalt (SY)."

2. Excavate the road base and soil to remove the existing sanitary structure cone. Properly dispose of existing sanitary structure casting and cone. Include all costs associated with this work in the price bid for "Removal of Cone (EA)."

3. Remove any concrete poured around the structure casting and properly dispose of it. Include all costs associated with this work in the price bid for "Removal of Cone (EA)."

UNDERGROUND NOTES:

1. The subsurface utility information in this plan is Utility Quality Level D. This quality level was determined according to the guidelines of ASCE 38-02 entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data"

2. Verify all existing service sizes in the field.

3. Provide safe and sanitary wastewater movement for the project's duration. Do not allow wastewater to backup in the mains.

4. **LFM Fiberglass Manhole Liners manufactured by NOV Fiber Glass Systems may be used in place of polymer inserts.**

   A. Install liner per the manufacturer's instructions and details.
   B. Field modify liners to allow for pipe penetrations.
   C. Use DP Epoxy Grout by Five Star for rebuilding the bench. Include all costs associated with the work in the price bid for "Bench Preparation (EA)."
   D. Use concrete adjusting rings when in the roadway.

5. Install the polymer insert per the manufacturer's instructions and attached details. Provide an on-site manufacturer's representative for at least the first two installations. The manufacturer's representative shall be on call to answer any questions that may arise in the field.

6. Field modify polymer inserts to allow for pipe penetrations. Patch polymer insert pipe penetrations with ArmoRock Grout. Include all costs associated with the work in the price bid for "Sanitary Sewer Polymer Insert – Size (EA)."

7. Install inserts to the surface per the manufacturer's instructions. Backfill structure per manufacturer's instructions. Include all costs for materials, insert installation, and backfill in the price bid for "Sanitary Sewer Polymer Insert - Size (EA)."

8. See Section C-200 for details on preparation of manhole benches to receive rehabilitation insert liners. Use DP Epoxy Grout by Five Star for rebuilding the bench. Include all costs associated with the work in the price bid for "Bench Preparation (EA)."

9. Install Neenah R-1733 castings with Cretex Pro-RING adjustment system for all ArmoRock structures Include all costs in the price bid for "Sanitary Sewer Polymer Insert - Size (EA)."

STRUCTURE COATING NOTES:

1. Coat structures in accordance with SP330130.81 – Manhole Rehabilitation.

BYPASS PUMPING NOTES:

1. Provide temporary measures to handle all sewage flows during construction. These measures may include temporary pumps, plugs, piping, and/or force mains. See sheets C-101 & C-102 of the plans for a summary of flows to be bypassed and interception locations. The flows shown are calculated average daily values. Construct a bypass system in such a manner that it can accommodate any peak flows that may occur while work is being performed. Contractor may experience peak flows after a rain event or daily peaks based on the time of day.

   Coordinate installation of temporary sewage handling measures with City of Dickinson Public Works. Shutdown of existing gravity mains and force mains is limited to a duration of two (2) hours or less during low flow periods (overnight). No street closures will be allowed, except as indicated on the Plans.

   Include all labor, parts, equipment to install, maintain, modify, and remove temporary sewage handling devices in the price bid for "Temporary Bypass Sewer System (L SUM)."

2. Provide Engineer and Owner a detailed bypass pumping plan and schedule at time of preconstruction meeting.

3. Provide pump watch service while the bypass system is active. Submit daily pumping inspection logs to the Engineer with each payment request.

4. Contractor to perform all plug setting operations (the Owner will not be responsible for setting plugs).

5. Provide a redundancy plan to the Engineer prior to commencing bypass operations.

6. Provide power for all pumping operations. The use of gas/diesel powered pumps, generators, and/or temporary electric service is permitted.

7. If existing structures are to be modified and/or partially removed to facilitate bypass pumping, restore the structure and surrounding area to their original condition at the conclusion of pumping operations. All cost

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ADDENDUM NO. 1

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for labor, equipment, and materials necessary to complete the work included in the price bid for “Temporary Bypass Sewer System.”

8. Limit manhole surcharging to a depth of 3 feet from the lowest invert.

9. Promptly address leaks, unintended discharges, or other malfunctions associated with the temporary bypass pumping operation. Notify City, Department of Environmental Quality, and other agencies as applicable if raw sewage comes in contact with the public or any waterways. Contractor will be responsible for all clean up and mitigation needed per regulatory agency requirements.

10. Limit flows through manholes being rehabilitated to a minimum. Use of Smart Box Super flow Bypass Kit by Lansas or similar product to bypass flows within a structure while conducting work is acceptable.

11. If running bypass lines across an active roadway, provide blisters and advanced warning signs. Include all costs for the associated work in the price bids for ”Temporary Bypass Sewer System (L SUM)” and “Traffic Control (L SUM).”

RESTORATION NOTES:

1. Temporary Surface Aggregate: Upon completion of structure installation, immediately fill the patch area with millings supplied by the Owner. Remove millings prior to asphalt patching and return to the Owner. Utilize millings to allow for one paving operation. Include costs associated with the Work in the price bid for “Temporary Surface Aggregate (CY).”
2. Asphalt Patching: Asphalt: Submit a mix design

3. Asphalt Patching: Replace asphalt per Type II Asphalt Repair in accordance with Section 321509 – Asphaltic Pavement Repair. Limit asphalt patch to a 12’x12’ square around the structure. Include all costs associated with this Work in the price bid for “Asphalt Patch (SY).”

4. Site Restoration: Include the removal and replacement of topsoil, hydro-mulching, and seeding of all disturbed areas for each structure in the price bid for “Site Restoration (EA).”

TRAFFIC CONTROL NOTES:

1. Provide written notice to the Engineer 2 weeks prior to the implementation of a detour.

2. Provide detour signage in accordance with NDDOT Standard drawing D-704-23.

3. Traffic may be routed to the outside lanes of 10th Ave during construction. Only close intersections when necessary follow the details shown on Sheet C-802.

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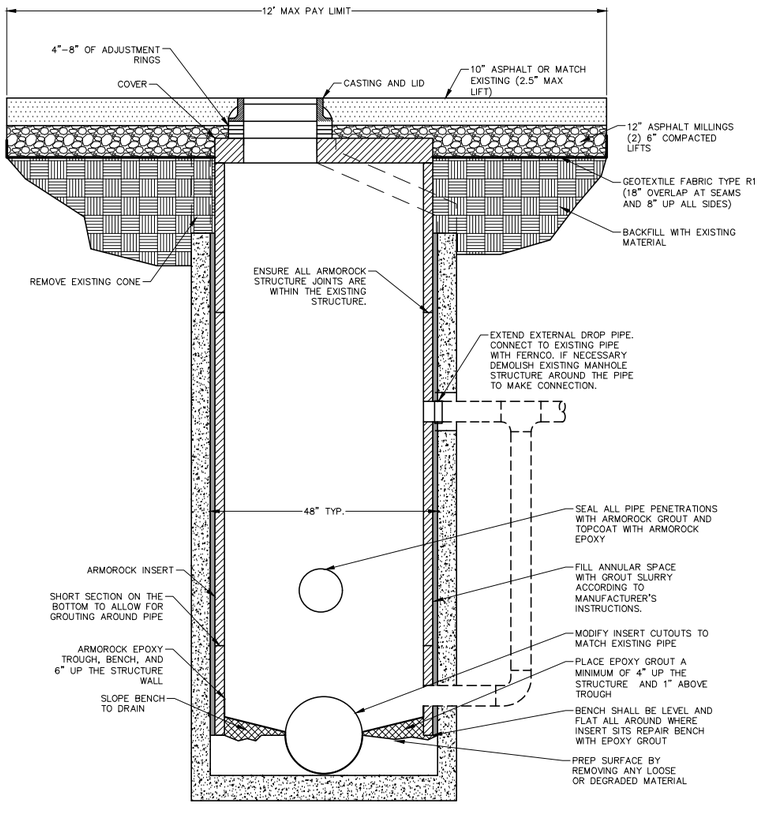
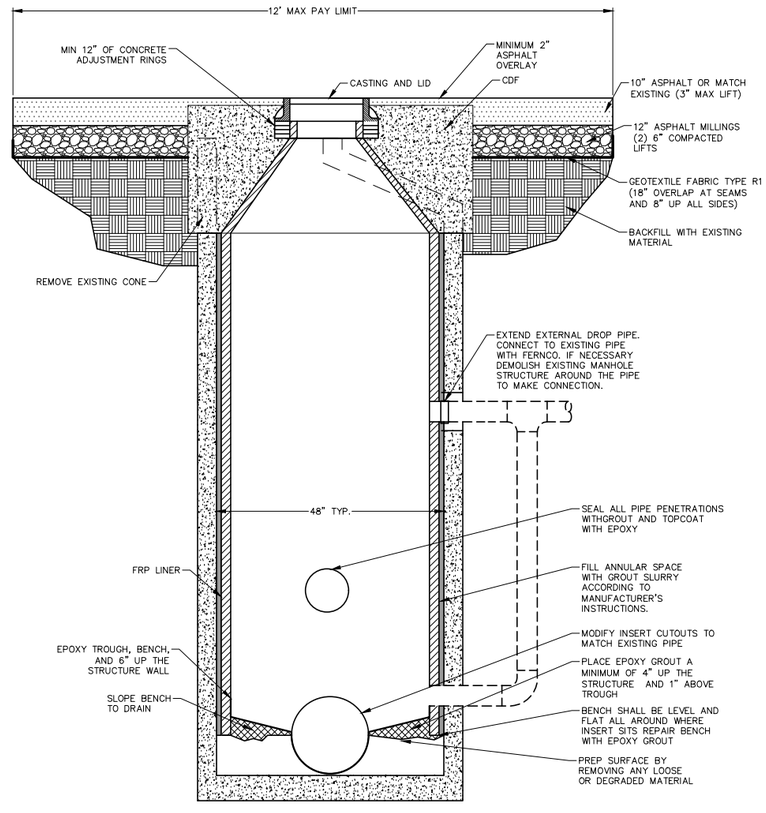


NOTES:

1. REMOVE EXISTING STEPS FROM STRUCTURE.
2. GRIND BENCH FLAT WHERE POLYMER INSERT SITS.
3. ENSURE POLYMER INSERT SITS ON STRUCTURALLY SOUND CONCRETE. PATCH BENCH WITH MORTAR IF NEEDED.
4. USE DP EPOXY GROUT BY FIVE STAR FOR BENCH PREPARATION.

MANNHOLE REHABILITATION, POLYMER INSERT, BENCH PREPARATION

NO SCALE



NOTES:

1. REMOVE EXISTING STEPS FROM STRUCTURE.
2. GRIND BENCH FLAT WHERE FRP INSERT SITS.
3. ENSURE FRP INSERT SITS ON STRUCTURALLY SOUND CONCRETE. PATCH BENCH WITH MORTAR IF NEEDED.
4. USE DP EPOXY GROUT BY FIVE STAR FOR BENCH PREPARATION.

MANNHOLE REHABILITATION, FIBERGLASS INSERT, BENCH PREPARATION

NO SCALE

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DETAILS
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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 electronically to QuestCDN vBid for: City of Dickinson, 38 1st Street W, Dickinson, ND 58601

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 electronically to QuestCDN vBid with and made a condition of this Bid:

A. Required Bid Form;

B. Required Bid security;

C. Copy of Contractor's License or Certificate of Renewal.

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following work at the prices submitted electronically via QuestCDN vBid. The attached Bid Schedule Quantities are for reference only.

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

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.

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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 60 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. By submitting this bid, a Bidder hereby acknowledges receipt of all Addenda(s). The QuestCDN online bid submittal requires that all addendum be downloaded before a bidder is able to submit a bid.

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.

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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. In submitting this bid electronically to QuestCDN vBid, 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.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

Flatland Excavating, LLC
(typed or printed name of organization)

By: Lauren Wendling
(individual's signature)

Name: Lauren Wendling
(typed or printed)

Title: Finance Manager
(typed or printed)

Date: 8-14-2025
(typed or printed)

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

Attest: Heather Sundberg
(individual's signature)

Name: Heather Sundberg
(typed or printed)

Title: witness
(typed or printed)

Date: 8-14-2025
(typed or printed)

Address for giving notices:
44670 Grover Street
Watertown, SD 57201

Bidder's Contact:

Name: Josh Johnson
(typed or printed)

Title: Estimator
(typed or printed)

Phone: 605-954-9161

Email: bids@flatlandusa.com

Address:
44670 Grover Street
Watertown, SD 57201

Bidder's Contractor License No.: (if applicable) Class A 000051184

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BID TABULATION
Project No. 202423
Sanitary Sewer Manhole Repairs
Dickinson, ND
Project No. 24219
Bid Date: August 14, 2025

Flatland Enterprise
44670 Grove Street
Watertown, SD 57201

		BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
BASE BID						
1.	10000.0000	Mobilization	LSUM	1	$56,250.00	$56,250.00
2.	10000.0000	Temporary Sewer Bypass	LSUM	1	$97,690.00	$97,690.00
3.	10000.0000	Removal of Asphalt	SY	320	$18.00	$5,760.00
4.	10000.0000	Removal of Curb & Gutter	LF	40	$49.00	$1,960.00
5.	10000.0000	Removal of Cone	EA	28	$2,726.00	$76,328.00
6.	10000.0000	Bench Preparation	EA	36	$1,363.00	$49,068.00
7.	10000.0000	Sanitary Sewer Polymer Insert - 48"	EA	28	$14,269.00	$399,532.00
8.	10000.0000	Sanitary Sewer Manhole - Rehabilitate	VF	101	$827.00	$83,527.00
9.	10000.0000	Temporary Surface Aggregate	CY	170	$65.00	$11,050.00
10.	10000.0000	Concrete Curb & Gutter	LF	40	$225.00	$9,000.00
11.	10000.0000	Asphalt Patch	SY	320	$523.00	$167,360.00
12.	10000.0000	Site Restoration	EA	8	$25,989.00	$207,912.00
13.	10000.0000	Traffic Control	LSUM	1	$22,500.00	$22,500.00
Testing Allowance						
14.	12000.0000	Testing Allowance	ALLOW	1	$4,500.00	$4,500.00
				TOTAL		**$1,192,437.00**

[C]=CORRECTED AMOUNT

NOTICE OF AWARD

Date of Issuance:			
Owner:	City of Dickinson	Owner's Project No.:	202423
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	24219
Project:	Sanitary Sewer Manhole Repairs		
Contract Name:	Project No. 202423		
Bidder:	Flatland Excavating		
Bidder's Address:	44670 Grove Street Watertown, SD 57201		

You are notified that Owner has accepted your Bid dated August 14, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Sanitary sewer manhole rehabilitation.

The Contract Price of the awarded Contract is $1,192,437.00. 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.

Three unexecuted counterparts 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.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
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): None

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 Dickinson

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Dickinson** ("Owner") and **Flatland Excavating** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Sanitary Sewer Manhole Repairs

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Sanitary Sewer Manhole Repairs

ARTICLE 3—ENGINEER

3.01 The Owner has retained Moore Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Moore Engineering, Inc.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before September 11, 2026 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 25, 2026.

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1: All Work on 10th Ave from Museum Drive to Villard must be complete and traffic control removed by June 12, 2026

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

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recognize the delays, expense, and difficulties involved in proving, in a legal ~~or arbitration~~ proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $1,600 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,000 for each day that expires after such time until the Work is completed and ready for final payment.
3. *Milestones:* Contractor shall pay Owner $2,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

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1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

    a. 90 percent of the value of the Work completed (with the balance being retainage).

        1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

    b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and up to 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of the minimum allowed by law.

ARTICLE 6—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).

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6. Drawings (not attached but incorporated by reference) consisting of 35 sheets with each sheet bearing the following general title: Project Number 202423.
7. Addenda (numbers 1 to 1, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid Schedule.
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor 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. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor 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. Contractor 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.

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6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract 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 Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor 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. Contractor 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 Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

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 bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "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; and

4. "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.

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8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Dickinson	Flatland Excavating
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*
Date: _____	Date: _____
(date signed)	*(date signed)*
Name: _____	Name: _____
(typed or printed)	*(typed or printed)*
Title: _____	Title: _____
(typed or printed)	*(typed or printed)*
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
(individual's signature)	*(individual's signature)*
Title: Engineer	Title: _____
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
38 1st Street W	44670 Grover Street
Dickinson, ND 58601	Watertown, SD 57201
Designated Representative:	Designated Representative:
Name: _____	Name: _____
(typed or printed)	*(typed or printed)*
Title: _____	Title: _____
(typed or printed)	*(typed or printed)*
Address:	Address:
38 1st Street W	44670 Grover Street
Dickinson, ND 58601	Watertown, SD 57201
Phone: 701-456-7744	Phone: 605-954-9161
Email: Josh.skluzacek@dickinsongov.com	Email: bids@flatlandusa.com
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	License No.: 000051184 *(where applicable)*
	State: _____

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NOTICE TO PROCEED

Owner:	City of Dickinson	Owner's Project No.:	202423
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	24219
Contractor:	Flatland Excavating	Contractor's Project No.:	
Project:	Sanitary Sewer Manhole Repairs		
Contract Name:	Project No. 202423		
Effective Date of Contract:			

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved as stated in the Agreement, and the date by which readiness for final payment must be achieved per Agreement.

Before starting any Work at the Site, Contractor must comply with the following:

1. **[Note any access limitations, security procedures, or other restrictions]**

Owner:	**City of Dickinson**
By *(signature)*:	
Name *(printed)*:	
Title:	
Date Issued:	

Copy: Engineer

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PERFORMANCE BOND

Contractor Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: Mailing address *(principal place of business)*:	**Contract** Description *(name and location)*: Contract Price: Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

EJCDC® C-610, Performance Bond.
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: “None”

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PAYMENT BOND

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name:	Description *(name and location)*:
Mailing address *(principal place of business)*:	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: "None"

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Contractor's Application for Payment

Owner:		**Owner's Project No.:**	
Engineer:		**Engineer's Project No.:**	
Contractor:		**Contractor's Project No.:**	
Project:			
Contract:			
Application No.:		**Application Date:**	
Application Period:	**From**	**to**	

1. Original Contract Price	
2. Net change by Change Orders	
3. Current Contract Price (Line 1 + Line 2)	
4. Total Work completed and materials stored to date (Sum of Column J Unit Price Total)	
5. Retainage	
a. _____ X _____ Work Completed	
b. _____ X _____ Stored Materials	
c. Total Retainage (Line 5.a + Line 5.b)	
6. Amount eligible to date (Line 4 - Line 5.c)	
7. Less previous payments (Line 6 from prior application)	
8. Amount due this application	
9. Balance to finish, including retainage (Line 3 - Line 6)	

Payment Recommended By Engineer $ _____
(Line 8 or other - attach explanation of the other amount)

Payment Approved by Owner $ _____
(Line 8 or other - attach explanation of the other amount)

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____

Signature: _____ **Date:** _____

Recommended by Engineer		**Approved by Owner**	
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	
Approved by Funding Agency			
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: _____ Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract: _____

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B		C	D	E	F		G	H	I	J	K	L
			Contract Information					Work Completed					
Bid Item No.	Description		Current Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Installed This Period	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Current Contract													

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Progress Estimate - Unit Price Work | **Contractor's Application for Payment**

Owner: _____ Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract: _____

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B		C	D	E	F		G	H	I	J	K	L
			Contract Information					Work Completed					
Bid Item No.	Description		Current Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Installed This Period	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Change Order No. [1]													
Change Order No. [2]													
Change Order No. [3]													
		Change Order Totals											
Current Contract and Change Orders													
		Project Totals											
Change Order Summary													
						Additions			Deductions				Net Change
		Change Order Totals											

EJCDC C-620 Contractor's Application for Payment
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Contractor's Application for Payment

Owner:		**Owner's Project No.:**	
Engineer:		**Engineer's Project No.:**	
Contractor:		**Contractor's Project No.:**	
Project:			
Contract:			
Application No.:		**Application Date:**	
Application Period:	**From**	**to**	

1. Original Contract Price	
2. Net change by Change Orders	
3. Current Contract Price (Line 1 + Line 2)	
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total)	
5. Retainage	
a. _____ X _____ Work Completed	
b. _____ X _____ Stored Materials	
c. Total Retainage (Line 5.a + Line 5.b)	
6. Amount eligible to date (Line 4 - Line 5.c)	
7. Less previous payments (Line 6 from prior application)	
8. Amount due this application	
9. Balance to finish, including retainage (Line 3 - Line 6)	

Payment Recommended By Engineer $ _____
(Line 8 or other - attach explanation of the other amount)

Payment Approved by Owner $ _____
(Line 8 or other - attach explanation of the other amount)

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____

Signature: _____ **Date:** _____

Recommended by Engineer		**Approved by Owner**	
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	
Approved by Funding Agency			
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	

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Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner: _____ Owner's Project No.: _____

Engineer: _____ Engineer's Project No.: _____

Contractor: _____ Contractor's Project No.: _____

Project: _____

Contract: _____

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A		B	C	D	E	F	G	H	I
				Work Completed					
Item No.		Description	Scheduled Value ($)	(D + E) From Previous Application ($)	This Period ($)	Materials Currently Stored (not in D or E) ($)	Work Completed and Materials Stored to Date (D + E + F) ($)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) ($)
Original Contract									
		Original Contract Totals							
Change Orders									
		Change Order Totals							
Original Contract and Change Orders									
		Project Totals							

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Stored Materials Summary

Contractor's Application for Payment

Owner:
Engineer:
Contractor:
Project:
Contract:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

Application No.: Application Period: From to Application Date:

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G+H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J+K) ($)	Materials Remaining in Storage (I-L) ($)
					Totals							

EJCDC C-620 Contractor's Application for Payment
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Section 7. Item E.

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Dickinson	Owner's Project No.:	202423
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	24219
Contractor:		Contractor's Project No.:	

Project: Sanitary Sewer Manhole Repairs
Contract Name: Project No. 202423

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

SAMPLE

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NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Dickinson
Owner's Project No.: 202423
Engineer: Moore Engineering, Inc.
Engineer's Project No.: 24219
Contractor:
Contractor's Project No.:

Project: Sanitary Sewer Manhole Repairs

Contract Name: Project No. 202423
Notice Date: Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

SAMPLE

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *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 Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

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requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent 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.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

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 (email), 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

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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 Contract. 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 the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *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 Work to be performed under the Contract Documents is a part.

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33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *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.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *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 Contract Documents.

38. *Site*—Lands or areas indicated in the 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 or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract 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.

40. *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.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the 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 Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *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 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 of such Work.

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43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *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.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the 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 Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

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F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, 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.

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

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B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

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3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. ~~To the fullest~~ Only to the, extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

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Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

I'm assuming the s insurance meets these requirements.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, 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

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Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

Need to see if the can list a contractor as an additional insured

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

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L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants 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);

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4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other 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, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the 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 fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the 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, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

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6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
    a. will certify that the proposed substitute item will:
        1) perform adequately the functions and achieve the results called for by the general design;
        2) be similar in substance to the item specified; and
        3) be suited to the same use as the item specified.
    b. will state:
        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    c. will identify:
        1) all variations of the proposed substitute item from the item specified; and
        2) available engineering, sales, maintenance, repair, and replacement services.
    d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. ~~To the fullest~~ Only to the extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

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7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

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7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

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9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage 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 Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. ~~In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

Is this set at a fixed fee?

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
   a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
   b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
   c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
   d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
   e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
   f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

~~D. *Mediation*~~

~~1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.~~

~~2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.~~

~~3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.~~

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, ~~mediation,~~ or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

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consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

same question as above?

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
    a. to supervise, direct, or control the Work;
    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
    a. the Work is defective, requiring correction or replacement;
    b. the Contract Price has been reduced by Change Orders;
    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
    a. all documentation called for in the Contract Documents;
    b. consent of the surety, if any, to final payment;
    c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. ~~elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;~~

2. ~~agree with the other party to submit the dispute to another dispute resolution process; or~~

3. ~~if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to~~, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. 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 Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defines Terms

SC-1.01 Delete Paragraph 1.01A.46.b in its entirety and insert the following in its place:

b. Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs (excluding recorded measurements of subsurface water levels), assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. in its entirety and insert the following in its place:

B. *Evidence of Contractor’s Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor three printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

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2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.

e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

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1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.

d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.

e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the

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Electronic Document or use an alternative delivery method to complete the communication.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

    a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.

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a. Electronic Project Data Provided:

i. Proposed line work in .DXF format.

ii. Proposed alignments in .XML format.

iii. Finished grade surface in .XML format, as shown on plans.

iv. Existing ground surface in .XML format.

v. Proposed water main, sanitary sewer, & storm sewer mains in .XML format.

vi. Electronic data file of the survey control points if established in .CSV format.

2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project Documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:

a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purposes. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer and Owner arising from use of data in Electronic Documents covered by the Request.

c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.

d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor and Contractor-requested Electronic Document versions of Project

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information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at $180.00 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No Supplementary Conditions in these Article.

A. .

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":

i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 0.20 inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.

ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 32 degrees Fahrenheit. There shall be no bad weather days for high temperature.

2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by the Contractor, and confirmed by the Engineer, including the use of a Contractor provided, dedicated rain gauge on-site.

3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit B—Foreseeable Bad Weather Days.

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4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit B - Foreseeable Bad Weather Days will be considered as "abnormal weather conditions." The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor's then-current Progress Schedule's critical path for the Project.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at Moore Engineering, Inc., during regular business hours, or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

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5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).

2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **None**

E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory

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Workers' Compensation and Related Policies	Policy limits of not less than:
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	$500,000.00
Bodily injury by disease—aggregate	$500,000.00
Employer's Liability	
Each accident	$500,000.00
Each employee	$500,000.00
Policy limit	$500,000.00
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	$500,000.00

F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
    a. Such insurance must be maintained for three years after final payment.
    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground, explosion, and collapse coverage.
5. Personal injury coverage.
6. Additional insured endorsements that 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

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endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	**Policy limits of not less than:**
General Aggregate	$2,000,000.00
Products—Completed Operations Aggregate	$1,000,000.00
Personal and Advertising Injury	$1,000,000.00
Bodily Injury and Property Damage—Each Occurrence	$1,000,000.00

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	**Policy limits of not less than:**
Bodily Injury	
Each Person	$1,000,000.00
Each Accident	$1,000,000.00
Property Damage	
Each Accident	$1,000,000.00
or	

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Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000.00

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$5,000,000.00
General Aggregate	$5,000,000.00

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $**[specify amount]** after accounting for partial attribution of its limits to underlying policies, as allowed above.

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M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	$500,000.00
General Aggregate	$2,000,000.00

N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	$500,000.00

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Contractor's Professional Liability	Policy limits of not less than:
Annual Aggregate	$5,000,000.00

SC-6.04 Delete Paragraph 6.04.A of the General Conditions and substitute the following in its place:

A. *Installation Floater*

1. Contractor shall provide and maintain installation floater insurance on a broad form or "all risk" policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work ("Covered Property"). Coverage under the Contractor's installation floater will include loss from covered "all risk" causes (perils) to Covered Property:

    a. of the Contractor, and Covered Property of others that is in Contractor's care, custody, and control;

    b. while in transit to the Site, including while at temporary storage sites;

    c. while at the Site awaiting and during installation, erection, and testing;

    d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.

2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.

3. The installation floater coverage will be in an amount sufficient to protect Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.

4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7:00 a.m. to 7:00 p.m.

2. Owner's legal holidays are State of North Dakota recognized legal holidays.

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state "…all Work at the Site must be performed during regular working hours, Monday through Saturday. Contractor will not perform Work on a Sunday or any legal holiday."

SC-7.03 Delete Paragraph 7.03.C in its entirety, and insert the following:

C. In the absence of any Laws or Regulations to the contrary, Contractor may perform the Work on holidays, during any or all hours of the day, and on any or all days of the week, at Contractor's sole discretion.

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SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

D. Owner shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7-11 Laws and Regulations

SC-7.11 Add the following new paragraph immediately after Paragraph 7.11.C:

D. Contractor will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), N.D.C.C. title 34, and all applicable federal and state laws, rules, and policies relating to nondiscrimination, accessibility, and civil rights.

7.13 *Safety and Protection*

SC-7.13 Insert the following after the second sentence of Paragraph 7.13.G:

The following Owner safety programs are applicable to the Work: **None**.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

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1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
3. *Liaison*
    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
    c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
4. *Review of Work; Defective Work*
    a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
    b. Observe whether any Work in place appears to be defective.
    c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
5. *Inspections and Tests*
    a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
    b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
6. *Payment Requests:* Review Applications for Payment with Contractor.
7. *Completion*
    a. Participate in Engineer's visits regarding Substantial Completion.
    b. Assist in the preparation of a punch list of items to be completed or corrected.
    c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
    d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

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

ARTICLE 11—CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of the *Rental Rate Blue Book* published by Equipment Watch. Ownership Costs will be at 100 % of the published rate. Regional adjustments will be made based on the location of the Work. Rates will be established for Operating, Stand-by, and Idling.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than $1,000.

13.03 *Unit Price Work*

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SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the extended price of a particular item of Unit Price Work amounts to 10 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

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ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No Supplementary Conditions in this Article.

ARTICLE 18—MISCELLANEOUS

No Supplementary Conditions in this Article.

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EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.

Key	
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version X or later
DWG	Autodesk® AutoCAD .dwg format Version 2016-2019
DOC	Microsoft® Word .docx format Version 2010
EXC	Microsoft® Excel .xlsx or .csv format Version 2010
DB	Microsoft® Access .accdb format Version 2010

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EXHIBIT B—FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January	0	22	N/A
February	0	19	N/A
March	1	11	N/A
April	3	3	N/A
May	4	0	N/A
June	5	0	N/A
July	4	0	N/A
August	2	0	N/A
September	3	0	N/A
October	1	1	N/A
November	1	11	N/A
December	0	21	N/A

Notes:
1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.

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WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]

Owner:		Owner's Project No.:
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:
Contractor:		Contractor's Project No.:
Project:		
Contract Name:		
Date Issued:	Effective Date of Work Change Directive:	

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: $ _____ **[increase] [decrease] [not yet estimated]**.

Contract Time: _____ days **[increase] [decrease] [not yet estimated]**.

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

	Recommended by Engineer	Authorized by Owner
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

SAMPLE

EJCDC® C-940, Work Change Directive.
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CHANGE ORDER NO.: [Number of Change Order]

Owner: Owner's Project No.:
Engineer: Moore Engineering, Inc. Engineer's Project No.:
Contractor: Contractor's Project No.:
Project:
Contract Name:
Date Issued: Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	**Change in Contract Times [State Contract Times as either a specific date or a number of days]**
Original Contract Price: $	Original Contract Times: Substantial Completion: [**Date from Agreement**] Ready for final payment: [**Date from Agreement**]
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. **[Number of previous Change Order]**: $	**[Increase] [Decrease]** from previously approved Change Orders No.1 to No. **[Number of previous Change Order]**: Substantial Completion: Ready for final payment:
Contract Price prior to this Change Order: $	Contract Times prior to this Change Order: Substantial Completion: Ready for final payment:
[Increase] [Decrease] this Change Order: $	**[Increase] [Decrease]** this Change Order: Substantial Completion: Ready for final payment:
Contract Price incorporating this Change Order: $	Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment:

Recommended by Engineer (if required)	Accepted by Contractor
By:	By:
Title:	Title:
Date:	Date:
Authorized by Owner	**Approved by Funding Agency (if applicable)**
By:	By:
Title:	Title:
Date:	Date:

SAMPLE

EJCDC® C-941, Change Order.
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FIELD ORDER NO.: [Number of Field Order]

Owner:		Owner's Project No.:
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:
Contractor:		Contractor's Project No.:
Project:		
Contract Name:		
Date Issued:		Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

SAMPLE

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

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SECTION SP330130.81 - MANHOLE REHABILITATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes rehabilitation of sewer utility structures:

1. Manhole Rehabilitation.

2. Manhole Scanning

A. Related Sections:

1. Section 33 01 30.62 – Manhole Grout Sealing.

1.2 MEASUREMENT AND PAYMENT

A. Sanitary Sewer Manhole – Rehabilitate

1. Basis of Measurement: By vertical foot (VF).
2. Basis of Payment: Includes cleaning and preparation of walls and bottom of manhole including rings, sealing active leaks, all components of coating system, performance testing and other necessary items necessary to complete the work.

1.3 REFERENCES

A. American Concrete Institute:

1. ACI318 - Building Code Requirements for Structural Concrete.
2. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete.
3. ACI 211.2 - Standard Practice for Selecting Proportions for Structural Lightweight Concrete.

B. ASTM International:

1. ASTM A36 - Standard Specification for Carbon Structural Steel.
2. ASTM A48 - Standard Specification for Gray Iron Castings.
3. ASTM A82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
4. ASTM A123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
5. ASTM A185 - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
6. ASTM A496 - Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement.

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7. ASTM A497 - Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.
8. ASTM A615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
9. ASTM A706 - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
10. ASTM A767 - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
11. ASTM A775 - Standard Specification for Epoxy-Coated Steel Reinforcing Bars.
12. ASTM A884 - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement.
13. ASTM A996 - Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement.
14. ASTM C31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
15. ASTM C33 - Standard Specification for Concrete Aggregates.
16. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
17. ASTM C138 - Standard Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete.
18. ASTM C143 - Standard Test Method for Slump of Hydraulic Cement Concrete.
19. ASTM C150 - Standard Specification for Portland Cement.
20. ASTM C173 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
21. ASTM C192 - Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory.
22. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
23. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
24. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
25. ASTM C330 - Standard Specification for Lightweight Aggregates for Structural Concrete.
26. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
27. ASTM C494 - Standard Specification for Chemical Admixtures for Concrete.
28. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
29. ASTM C857 - Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures.
30. ASTM C890 - Standard Practice for Minimum Structural Design Loading for Monolithic or Section Precast Concrete Water and Wastewater Structures.
31. ASTM C891 - Standard Practice for Installation of Underground Precast Concrete Utility Structures.
32. ASTM C913 - Standard Specification for Precast Concrete Water and Wastewater Structures.
33. ASTM C923 - Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals.
34. ASTM C989 - Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.

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35. ASTM C990 - Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.
36. ASTM C1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
37. ASTM C1244 - Standard Test Method for Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test prior to Backfill.
38. ASTM C1315 - Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
39. ASTM C1433 - Standard Specification for Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers.
40. ASTM C1504 - Standard Specification for Manufacture of Precast Reinforced Concrete Three-Sided Structures for Culverts, Storm Drains, and Sewers.

C. National Precast Concrete Association:

1. NPCA Quality Control Manual for Precast Plants.
2. NPCA Plant Certification Program.

D. SSPC: The Society for Protective Coatings:

1.4 SUBMITTALS

A. Section 013300 - Submittal Procedures: Requirements for submittals.

B. Shop Drawings:

1. Submit shop drawings as necessary.
2. Indicate product data for rehabilitating structures.

C. Product Data:

1. Submit product data for all proposed restorative liner materials for rehabilitating manholes, including leak sealers, primers, mortars, resurfacers, and top coats.

D. Design Data:

1. Submit specifications, physical properties of restorative liner materials, and chemical resistance testing data for each product.

E. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

F. Installation Logs:
1. For each structure, provide log containing the following information.
   a. Visual inspection report indicating CSP, confirmation that leaks have been stopped, and that substrate is ready to receive liner materials per Manufacturer’s instructions.
   b. Date of installation of each coating application including start time and finish time.
   c. Ambient weather data including temperature, sky condition, wind, relative humidity, and precipitation.

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d. Environmental parameters inside structure including temperature and relative humidity. Measurements to be taken at least 10 feet down in structure.

2. For each structure prior to installation of liner, submit picture of concrete substrate with CSP chip corresponding to Manufacturer's required CSP in frame. Label picture with structure name.

1.5 QUALITY ASSURANCE

A. Perform all work in accordance with industry standards, in accordance with these specifications, and in accordance with Manufacturer's installation instructions.

1.6 QUALIFICATIONS

A. Installer: Company specializing in performing work of this Section with minimum five (5) years' experience in installation of restorative liner materials. Installer must have previously installed a minimum of 50,000 square feet of coating system to be used on project.

B. Installers shall provide a list of previous projects completed in the last three years of equivalent nature and scope. The list shall include the owner's name, phone number and address, date of the work and approximate quantity. Include qualification and experience of key personnel.

1.7 WARRANTY

A. Contractor, Installer, and Supplier warrant and guarantee to Owner that all wastewater coatings installed will be free of defects for a period of 5 years. Said warranty shall include, but is not limited to, defects related to materials, workmanship, improper or unfavorable environmental and site conditions, and premature coating failure.

B. Contractor, Installer, and Supplier agree and acknowledge that any coating defects identified during the warranty period are to be promptly repaired and may require implementation of temporary sewage handling measures, and other related work.

C. Contractor, Installer, and Supplier accept all risk and responsibility to fulfill this extended warranty at no additional cost to Owner or Owners employees, agents, and consultants.

1.8 DELIVERY, STORAGE AND HANDLING

A. Section 016000 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.

PART 2 - PRODUCTS

2.1 INFILTRATION CONTROL

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A. Furnish industry accepted quick-setting material, designed to be applied directly to active leaks under hydrostatic pressure in structures.

B. Consists of rapid setting cements, siliceous gypsum, hydrophobic polyurethane or metallic particles.

2.2 INVERT REPAIR AND PATCHING

A. Furnish material designed to fill large voids in structure walls and to repair or reconstruct inverts where no hydrostatic pressure exists.

B. Consists of rapid setting cements, NSG aggregates, and various chloride-free accelerating agents, gypsum, or metallic particles.

2.3 RESTORATIVE LINER MATERIAL FOR STRUCTURE WALLS AND BENCHES

A. Designed for the rehabilitation of waste water related structures. Product designed for severe wastewater immersion and fume environments, capable of withstanding high levels of H_2S, H_2SO_4, and other corrosive sewer constituents.

B. Mix components per Manufacturer's written specifications.

C. Capable of a placement thickness of ½" – 3" over one or more applications.

D. Transport liner materials to the construction site in the original manufacturer's packaging.

E. Approved Products:
1. Tnemec PermaShield Series 434
2. Strong-Seal MS-2A
3. Epoxytec CPP Trowel-Liner

F. Physical Properties:

1. Conform to the following 28-day minimum physical properties:
   a. Compressive Strength (ASTM C109/ASTM C579): 5000 psi
   b. Tensile Strength (ASTM C496): 600 psi
   c. Bond Strength (ASTM C882): 1100 psi

2.4 EPOXY COATING FOR STRUCTURE WALLS AND BENCHES

A. Designed specifically for the rehabilitation of manholes and other related waste water structures in severe H_2S environments.

B. Approved Products:
1. Tnemec 434/435
2. Raven 405
3. Epoxytec 454/456
4. Zebron

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C. Physical Properties:

1. Compressive Strength (ASTM D695): 8000psi
2. Adhesion Strength (ASTM D7234): Minimum 400psi or exceeding concrete cohesion strength.
3. Barrier Protection (ASTM G210):
   a. Minimum initial impedance of 10.0 ohms at 0.1Hz
   b. Minimum impedance of 9.0 ohms at 0.1Hz after 28 day exposure in S.W.A.T. chamber.
   c. No blistering, delamination, cracking, or adhesion failure after 28 day exposure in S.W.A.T. chamber.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 013000 - Administrative Requirements: Verification of existing conditions before starting work.

3.2 PREPARATION

A. Cleaning and Preparation:

1. The manholes were cleaned with low pressure water cleaning in October 2020. Degraded manhole material still remains on the manhole benches. Contractor to remove this hardened material down to the original manhole bench by mechanical means as part of the cleaning process.
2. Thoroughly clean and make free of all foreign materials including dirt, grit, roots, grease, sludge and all debris or material that may be attached to the floor and walls of the structure per coating manufacturer's instructions.
3. Prepare all surfaces to be coated in accordance with SSPC-SP13/NACE No. 6.
4. Prepare surface to coating manufacturer's specified ICRI Concrete Surface Profile (CSP). If not otherwise specified by manufacturer, a minimum CSP of 5 is required.
5. Remove all materials resulting from the cleaning and preparation of the structure prior to application of the restorative liner.
6. Remove all loose or defective brick, grout, ledges, steps, and protruding ledges to provide an even surface prior to application of coating.
7. Sealing Active Leaks:

   Apply a quick-setting material designed to instantly stop running water or seepage in all types of concrete and masonry structures. Apply material in accordance with manufacturer's recommendations.

B. Invert Repair:

1. Hand mix and apply a rapid setting, non-shrink patching material to fill all large voids and repair inverts prior to lining of the structure. Temporarily restrict flow by inflatable or mechanical plugs prior to cleaning.
2. Clean area and free it of all debris per Section 3.2.A of this specification.
3. Prepare patching material per Manufacturer's written instructions.

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4. Apply materials once mixed to proper consistency to the invert or void areas by hand or trowel. Take care to not apply excessive material in the channel, which could restrict flow. Smooth materials either by hand or trowel in order to facilitate flow.

3.3 INSTALLATION

A. Application of Restorative Liner:

1. Prior to installation of liner materials, visually inspect structure interior to confirm surface preparation requirements have been met, leak sites have been corrected, and substrate is ready to receive liner materials per Manufacturer's installation instructions.
2. Identify and correct any sources of water infiltration prior to installation of liner materials.
3. Mix liner material components following Manufacturer's installation instructions. Primer must be applied between concrete substrate and liner materials unless Manufacturer indicates it would negatively impact coating adhesion and performance.
4. Adhere to Manufacturer's installation instructions pertaining to mixing proportions, pot life, application temperatures, humidity, and substrate condition. Do not apply liner materials outside of these parameters.
5. Application of liner materials:
    a. Install liner materials closely adhering to Manufacturer's installation instructions. Liner materials may be troweled, brushed, sprayed, or spin-cast as approved by Manufacturer.
    b. Apply restorative liner material between ½" and 3" thick as specified by Manufacturer.
    c. Seal around pipe penetrations according to Manufacturer's instructions.
    d. Cure restorative liner materials per Manufacturer's instructions prior to installation of subsequent coats or coating components.

B. Application of the Epoxy Coating:

1. Application to take place within Manufacturer's specified window to apply top coat materials to restorative liner substrate.
2. Provide epoxy thickness of no less than a uniform 50 mils, or as indicated by Manufacturer.
3. Cure coating according to Manufacturer's installation instructions.

3.4 FIELD QUALITY CONTROL

A. Maintain quality and performance of the material by the following measures to be determined and specified by the Engineer.
1. Performance Testing:
    a. Visual inspection and observation by the Engineer and/or representative.
    b. Discontinuity (holiday) testing per ASTM D5162.
2. Post installation scan:
    a. Scan each manhole after installation or rehabilitation with IBAK Panoramo SI 4K or equal. Deliver copies of manhole scans to Engineer for review.

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END OF SECTION 330130.81

WRF – Various Projects

Engineering Proposal

Presented by: Senior Engineer, Kris Keller

APEX Engineering Group, Inc.

Consideration to Approve

CITY OF Dickinson North Dakota

WRF Vicinity Map

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

August 29, 2025

RE: September 2, 2025 Commission Meeting

WATER RECLAIMATION FACILITY – VARIOUS PROJECT – APEX ENGINEERING

For your consideration is an engineering service task order with APEX Engineering, Inc. to perform engineering design, bidding assistance, and construction phase services.

The following projects are supported by the proposes services:

202617 – WRF IFAS Improvements
202518 – WRF Preliminary Treatment Improvements
202516 – WRF Biosolids Holding Tank
202419 – Clarifier Improvements

The submitted contract is **$450,250** for Time & Material.

The funding for these task orders will be under the various individual projects.

This task order falls under the current Master Service Agreement with APEX Engineering, dated January 1, 2018.

The city engineering staff recommends approving this proposal.

SUGGESTED FORM OF TASK ORDER

This is Task Order No. 2025-3, consisting of 3 pages.

Task Order No. 2025-3: WRF Miscellaneous Project Design, Bidding and Construction Services

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2018 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order: September 2, 2025

b. Owner: City of Dickinson, ND

c. Engineer: Apex Engineering Group, Inc.

d. Specific Project (title): WRF Miscellaneous Project Design, Bidding and Construction Services

e. Specific Project (description): Miscellaneous Projects at the Water Reclamation Facility including design/bidding assistance for IFAS scum suppression piping and nozzles, construction services assistance for replacement of the final clarifier mechanisms, design and bidding assistance for improvements to the Preliminary Treatment Building and design/bidding assistance for replacement of equipment and maintenance improvements at the Biosolids Holding tanks.

2. Services of Engineer

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

✓ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Preliminary Design Phase (Exhibit A, Paragraph A1.02)
- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
  - including Resident Project Representative (RPR) services (A1.05.A.2)
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

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.

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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: See Attachment 1

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		
a. Preliminary and Final Design Phase (A1.02, A1.03)		
1. IFAS Scum Suppression System	$22,000	Hourly
2. Preliminary Treatment Equipment and Maintenance Improvements	$189,000	Hourly
3. Biosolids Holding Tank Equipment Replacement and Maintenance Improvements	$210,250	Hourly
4. Reuse Pump Station and Piping	$109,575	Hourly
b. Bidding or Negotiating Phase (A1.04)		
1. IFAS Scum Suppression System	$3,000	Hourly
2. Preliminary Treatment Equipment and Maintenance Improvements	$11,000	Hourly
3. Biosolids Holding Tank Equipment Replacement and Maintenance Improvements	$15,000	Hourly
4. Reuse Pump Station and Piping	$ 9,000	Hourly
c. Construction Phase (A1.05)		
1. Final Clarifier Construction Services	TBD	Hourly
2. Additional Services (Part 2 of Exhibit A)	N/A	Hourly
Total	**$568,825**	

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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: Attachment 1 – Scope of Services

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 September 2, 2025.

OWNER:	ENGINEER:
By:	By: Karla J Olson
Print Name: Scott Decker	Print Name: Karla Olson, PE
Title: President of the Commission City of Dickinson	Title: Vice President
	Engineer License or Firm's Certificate No. (if required): COCP #975
	State of: North Dakota
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Joshua Skluzacek, PE	Name: Karla Olson, PE
Title: Engineer- Community Development Director	Title: Project Manager
Address: 38 1st Street West Dickinson, ND 58601	Address: 4733 Amber Valley Pkwy S. Fargo, ND 58104
E-Mail Address: Joshua.Skluzacek@dickinsongov.com	E-Mail Address: Karla.Olson@ApexEngGroup.com
Phone: 701-456-7744	Phone: 701-373-7985

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Apex Engineering Group
Water | Transportation| Municipal | Facilities

Attachment 1 to Task Order No. 2025-3

Water Reclamation Facility (WRF) Miscellaneous Project Design, Bidding and Construction Services

City of Dickinson
August 27, 2025

Engineer's Services

Task Order No. 2025-3 is supplemented to include the following attachment.

Engineer shall provide Services as set forth below.

This Scope of Services pertains to the following work items:

The City of Dickinson Water Reclamation Facility (WRF) has been in operation for approximately 12 years of the 20-year design life. Although the facility has been performing well and consistently meeting effluent permit limits, repair or replacement of various components are required to proactively plan for operational and equipment needs today and moving into the future. There are critical repair, maintenance and replacement needs required immediately to bring the Water Reclamation Facility to original operating conditions and to restore necessary redundancy. This series of projects will allow the City to continue reliable wastewater treatment.

A Facility Plan was completed in 2024 to assess the current equipment, current wastewater parameters, future flows and loading and future facility needs.

The immediate needs to bring the Water Reclamation Facility to original operating conditions and to restore necessary redundancy include:

- Site Work including yard piping for digester decant, drain piping by biosolid holding tanks and associated electrical and SCADA work.

- Biosolids Holding Tank improvements including mixing equipment replacement, building for mixing equipment, telescoping valve replacement, new tank drains, new valves and electrical, instrumentation and controls.
- Improvements to the Preliminary Treatment area including improved screen lifting and hoists, improved garage door access, replace grit solenoid valves, replace classifier with grit washer and associated electrical work.
- IFAS improvements including scum suppression spray bar.
- Final Clarifier improvements including improved launder access, electrical work and construction administration assistance.
- Reuse pump station and pipeline from Cell 4 to WRF.

The proposed WRF improvements are shown in the following figure.

Figure 1 Proposed Water Reclamation Facility Improvements

The following table shows the estimated costs for the miscellaneous projects listed above and the associated anticipated engineering services.

Table 1 Engineer's Estimate of Probable Costs – Miscellaneous Equipment Projects

Item	Maintenance Projects
Preliminary Treatment Facility Improvements	$ 1,850,000
IFAS Improvements	$ 275,000
Biosolids Holding Tanks Improvements	$ 2,650,000
Reuse Pump Station and Pipeline	$ 1,395,000
Engineering Services	
Design Engineering and Bidding	$ 568,825
Construction Administration (Final Clarifier only)	Hourly as requested

The proposed scope includes design and bidding services. For the Final Clarifier project, construction services will be performed by Apex on an hourly basis as requested by the City of Dickinson. For the projects listed in Table 1 above, construction services will be added as a future Task Order amendment. Following is a further breakdown of subtasks associated with these projects.

Task No. 1.0 – Project Management and Funding Assistance

Objective:

To provide management of engineers and technicians through all phases of the project, including contract administration and quality assurance / quality control. To provide a single point of contact for the City of Dickinson throughout the duration of the project.

Activities:

1. Review and execute task order amendment between City of Dickinson and Apex Engineering Group, Inc. (Apex).
2. Oversee Engineers and Technicians assigned to the project.
3. Attend and report at project update meetings, as necessary.
4. Provide communications and coordination between City of Dickinson, Subconsultants and Apex.
5. Provide quality assurance/quality control throughout all phases of the project.
6. Prepare and assist the City with submittal of ND Department of Water Resources Cost Share Application (Reuse Pump Station and Pipeline Project).
7. Prepare and assist the City with submittal of ND Department of Environmental Quality House Bill 1577 grant application for Biosolids Tank Improvements.

City of Dickinson Responsibilities:

- ✓ Execute amendment between City of Dickinson and Apex.
- ✓ Provide requested information in a timely manner.
- ✓ Attend project update meetings.

Apex Responsibilities and Deliverables:

- ✓ Review and execute amendment with City of Dickinson in a timely manner.
- ✓ Gather, organize, review and return (if applicable) any necessary information.
- ✓ Coordinate with Subconsultants.
- ✓ Schedule and attend project update meetings.
- ✓ Communicate with City of Dickinson on project updates and schedule.
- ✓ Assist City of Dickinson with required funding documentation and submittals.

Task No. 2.0 – Preliminary and Final Design

Objective:
To prepare Contract Documents (i.e., plans and specifications) for Water Reclamation Facility Improvements. Provide 60% and 90% Contract Documents for milestone review with City of Dickinson. Prepare 100% Contract Documents for NDDEQ review and bidding. Follow all City of Dickinson and NDDEQ requirements for Contract Documents.

Activities:

1. Provide survey services at WRF site if needed.
2. Review and incorporate City-supplied site information and critical infrastructure.
3. Review site constraints and constructability issues.
4. Final Design development for Civil, Process, Architectural, Structural, Mechanical and Electrical components of WRF Improvements previously identified.
5. Develop updated opinions of probable costs for improvements.
6. Prepare 60% plans.
7. Conduct 60% review meeting with City and Apex.
8. Prepare 90% plans and specifications.
9. Conduct 90% review meeting with City and Apex.
10. Prepare 100% plans and specifications.
11. Conduct 100% review meeting with City and Apex.
12. Submit final plans and specifications to City Inspections Department.
13. Submit final plans and specifications to the NDDEQ.

City of Dickinson Responsibilities:

- ✓ Provide documents as requested.
- ✓ Provide and assist Apex with access to facilities, as required.
- ✓ Attend scheduled meetings.
- ✓ Review milestone contract documents (60%, 90% and 100%) and provide comments.

Apex Responsibilities and Deliverables:

- ✓ Secure Subconsultants as needed to aid in design (Architect, Structural, & Mechanical).
- ✓ Review site constraints and constructability issues with City Personnel.
- ✓ Prepare and present updated opinions of probable costs to City.
- ✓ Prepare preliminary plans and specifications. Submit electronic copies to the city for review and comment.
- ✓ Provide City with a digital copy of final plans and specifications.
- ✓ Provide NDDEQ with required copies of final plans and specifications.
- ✓ Provide City Inspections with copies of final plans and specifications, if required.

Task No. 3.0 – Bidding, Award and Contracts

Objective:

Advertise project, answer questions during bidding, issue addenda as required, open bids and recommend award of the project.

Activities:

1. Prepare Advertisement for Construction Bids.
2. Coordinate with the City of Dickinson regarding Advertisement for Bid.
3. Provide Plans and Specifications to prospective Bidders.
4. Document and answer contractor/supplier questions during bidding.
5. Issue Addenda, as appropriate, to clarify Contract Documents.
6. Attend bid opening and assist City of Dickinson in review of the Bids.
7. Prepare tabulation of Bids and make recommendation regarding Award.
8. Prepare Notice of Award and Construction Contracts. Distribute to Contractor.
9. Submit required documents to NDDEQ for review and approval.

City of Dickinson Responsibilities:

- ✓ Placement of Advertisement for Bids in appropriate publications.
- ✓ Attend pre-bid conference, as needed.
- ✓ Attend Bid Opening.
- ✓ Review of contractor's bids by City Attorney, if necessary.

Apex Responsibilities and Deliverables:

- ✓ Provide electronic copy of Bidding Documents for download by prospective Bidders.
- ✓ Provide electronic copy of Bidding Documents for local Builder's Exchanges.
- ✓ Provide any 'hard copy' Bidding Documents to prospective Bidders, as needed.
- ✓ Schedule and attend pre-bid conference, as needed.
- ✓ Answer and document Contractor questions during bidding.
- ✓ Develop bid tabulation for bid opening.
- ✓ Complete bid tabulation with contractors' bids.
- ✓ Provide recommendation of award letter to City.
- ✓ Submit required documents to NDDEQ for review and approval.

Task No. 4.0 – Construction Services – Final Clarifier

Objective:
Assist the city with construction services for the city procured Final Clarifier equipment as requested by the City of Dickinson.

Possible Construction Activities:

1. Assist progress meetings at the WRF between Owner, Engineer, Supplier and Contractors.
2. Conduct operation and maintenance manual review.
3. Provide periodic Resident Project Representative as requested.
4. Answer requests for information (RFIs).
5. Review partial pay applications.
6. Develop preliminary and final punch lists.
7. Provide startup services and coordination.

City of Dickinson Responsibilities:

- ✓ Procure final clarifier equipment.
- ✓ Attend progress meetings.
- ✓ Approve pay applications in a timely manner.
- ✓ Attend punch list inspections.
- ✓ Attend equipment training sessions.

Possible Apex Responsibilities and Deliverables:

- ✓ Provide a Resident Project Representative during construction as requested.
- ✓ Shop drawing evaluation. Note, Apex did not design or specify procured equipment and cannot take responsibility for supplier errors and omissions.
- ✓ Approve pay applications.
- ✓ Develop punch list for submittal to contractor.
- ✓ Develop substantial and final completion documents.
- ✓ Assist Owner during startup of various facilities and equipment.
- ✓ Review operation & maintenance manuals.

Project Schedule

Task/Activity	Date (Week of) [1]
- Execute Task Order for Engineering Services	September 2, 2025
IFAS Scum Suppression Project	
- Begin Final Design Phase	September 8, 2025
- 90% Review	September 29, 2025
- Complete Final Design Phase	October 6, 2025
Pretreatment/Biosolids/Reuse Projects[2]	
- Begin Final Design Phase	October 6, 2025
- 60% Review Meeting	March 16, 2026
- 90% Review Meeting	May 18, 2026
- Submit 100% Plans and Specifications to NDDEQ for Approval	June 1, 2026
- Advertise/Open Bids[3]	TBD
- Begin Construction	TBD
Final Clarifier Construction Services	As Requested

[1] Schedule is based on Task Order approval on September 2, 2025.
[2] Design, Bidding, Award and Construction schedule may be broken into separate projects. Final project schedule to be determined based on funding and further design development.
[3] Bidding and Award schedule contingent on NDDEQ approval of plans and specifications.

Engineering & Community Development

Presented by: Joshua Skluzacek – Engineer/Community Development Director

Tuesday September 2, 2025

City Commission Monthly Report

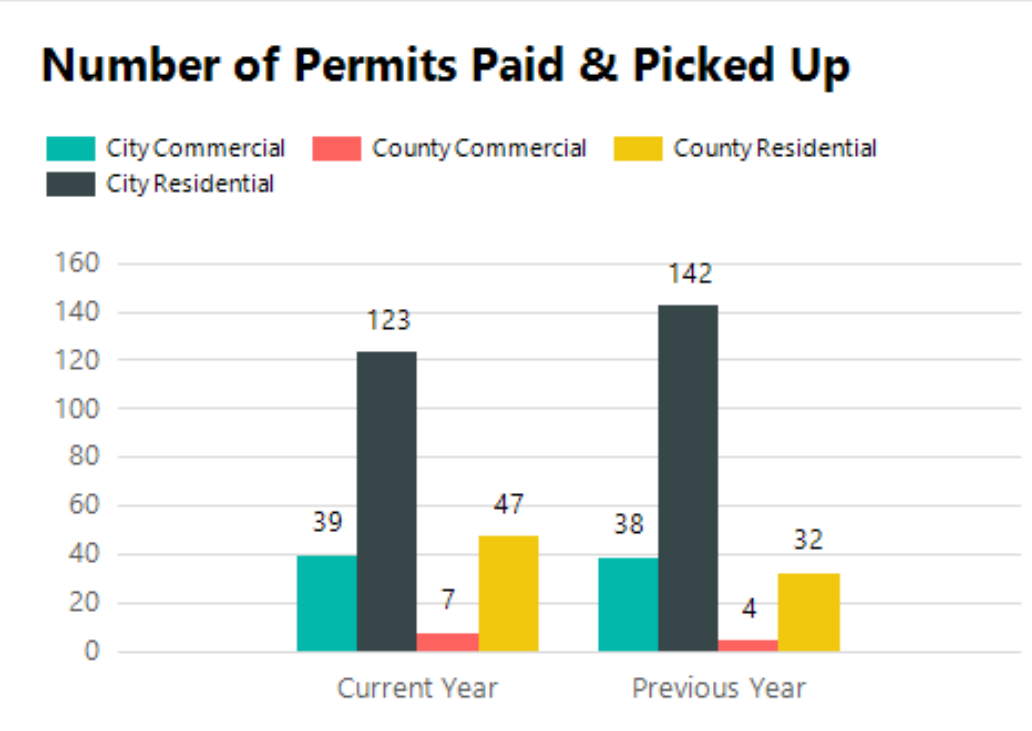
CITY OF Dickinson North Dakota

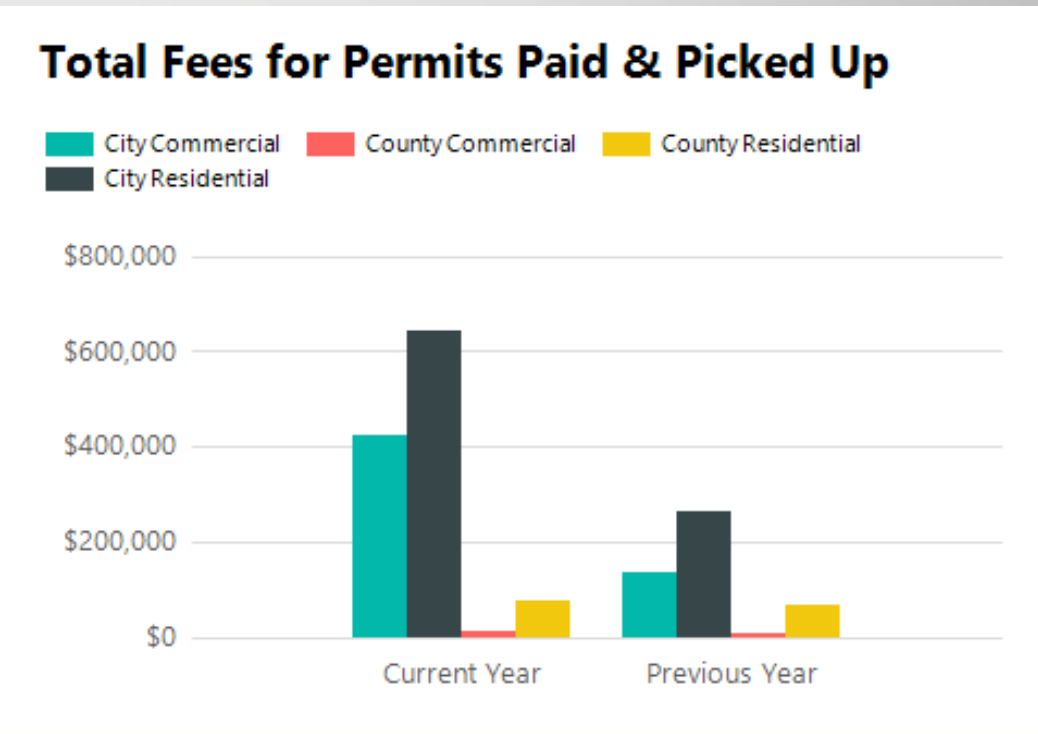
Planning

- The City of Dickinson has received a total of 27 development applications, including:
  - 8 final plats, including 6 minor subdivisions & 2 major subdivisions
  - 4 Special Use Permit applications
  - 6 Zoning Map Amendment requests
  - 3 Renaissance Zone applications
  - 1 Future Land Use Map Amendment
  - 5 Zoning Text Amendments
- The City has received a total of 17 lot modification requests
- 6 applications for the Dickinson Revitalization Program have been received
- 34 development meetings have been conducted with potential applicants

CITY OF Dickinson North Dakota

Buildings & Codes





Date Range reported through August 27, 2025

CITY OF Dickinson North Dakota

Engineering

Project Name	Project Manager	Progress	Start	End
EXECUTION				
2025 WATERMAIN REPLACEMENT	JS	65%	7/9/2025	9/26/2025
SIMS - 9TH ST E TO MUSEUM DR	JS	60%	7/8/2025	9/26/2025
NORTH INDUSTRIES STREETS & STORM	JS	0%	9/22/2025	11/7/2025
HWY 22/3RD AVE W TRAFFIC SIGNAL REPLACEMENT	JS	40%	8/25/2025	9/26/2025
2025 ROAD MAINTENANCE	JS	35%	5/27/2025	11/7/2025
2025 LEAD SERVICE LINE REPLACEMENT	JS	0%	8/25/2025	10/17/2025
DHS WATERMAIN EXTENSION	JS	60%	8/15/2025	6/26/2026
LIBRARY EXPANSION	KK	0%	9/1/2025	7/31/2026

CITY OF Dickinson North Dakota

Engineering

Project Name	Project Manager	Progress	Start	End
PRELIMINARY/DESIGN ENGINEERING				
EAST BROADWAY DAM	KK	95%	11/27/2023	9/5/2025
EAST WATER TANK INTERIOR COATING	KK	5%	7/21/2025	12/12/2025
MUSEUM EXPANSION	KK	60%	1/1/2024	8/29/2025
BALER BUILDING EXPANSION	KK	100%	1/1/2024	9/17/2025
I-94 WBL & ROUNDABOUTS	JS	100%	1/8/2023	8/22/2025
ENTRANCE SIGNS	KK	99%	9/26/2023	9/26/2025
TRANSPORTATION MASTER PLAN & COMP. PLAN UPDATE	JS	97%	12/21/2023	9/16/2025
21st ST W _ STATE AVE to 3rd AVE W	JS	65%	3/3/2025	11/21/2025
10TH AVE E - VILLARD TO MUSEUM DR	JS	100%	2/6/2024	12/4/2024
10TH AVE E - MUSEUM DR to 21ST ST E	JS	100%	2/6/2024	8/22/2025
5TH ST SW - 3RD AVE W to 6TH AVE E	JS	100%	2/6/2024	8/22/2025
9TH ST W & 5TH AVE W INTERSECTION	JS	30%	2/6/2024	3/27/2026
4TH ST E, 5TH ST E, & 26TH AVE E STREET & STORM WATER IMPROVEMENTS	JS	65%	3/5/2024	11/18/2025

Project Name	Project Manager	Progress	Start	End
PRELIMINARY/DESIGN ENGINEERING				
WRF HVAC CONTROLS	KK	0%	9/2/2025	2/3/2026
WRF IFAS IMPROVEMENTS	KK	0%	9/2/2025	10/6/2025
WRF PRELIMINARY TREATMENT IMPROVEMENTS	KK	0%	9/2/2025	6/1/2026
WRF BIOSOLIDS HOLDING TANK UPGRADES	KK	0%	9/2/2025	6/1/2026
WRF FINAL CLARIFIER IMPROVEMENTS	KK	0%	9/2/2025	10/6/2025
NW REGIONAL FLOOD CONTROL	JS	1%	8/6/2025	5/29/2026
QUEEN CITY DAM EAP & RISK ASSESSMENT	KK	20%	1/31/2025	12/31/2025
MANNS DAM EAP & MITIGATION	KK	20%	1/31/2025	12/31/2025
2026 ROAD MAINTENANCE	JS	65%	3/3/2025	11/21/2025
2026 UTILITY & STREET IMPROVEMENTS	JS	50%	3/3/2025	1/16/2026
LIFT 7 UPDATES	AP	1%	6/24/2025	1/16/2026
H2S MITIGATION	KK	1%	8/27/2025	10/12/2026
DOWNTOWN DRAINAGE IMPROVEMENTS	JS	1%	8/19/2025	10/26/2026
MANHOLE REPAIR	KK	100%	1/30/2025	8/1/2025

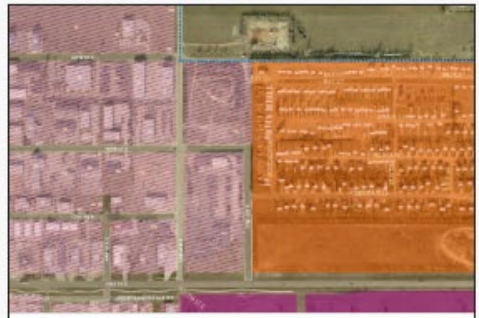
Geographic Information System (GIS)

- Completed Geodatabase updates and upgrade to maintain compatibility with current and future software versions.
- Attended GIS User Conference attending seminars on changes in Enterprise and Desktop GIS software, including integration of AI and other available or upcoming enhancements.
- Working with Eagleview to utilize recently approved system upgrades and planning for the scheduled 2026 imagery flight.

Web map
Dickinson Land Information Map
Information about Tax parcels, Zoning, and other features.

Web map
Dickinson Street Information Map
Map Showing various street designations for the City of Dickinson,ND

Web map
Dickinson Utility Information Map
Utility locate layers for the City of Dickinson, ND



Web map
Dickinson Zoning Information …
Information about Zoning, [illegible]er features.

CITY OF Dickinson North Dakota

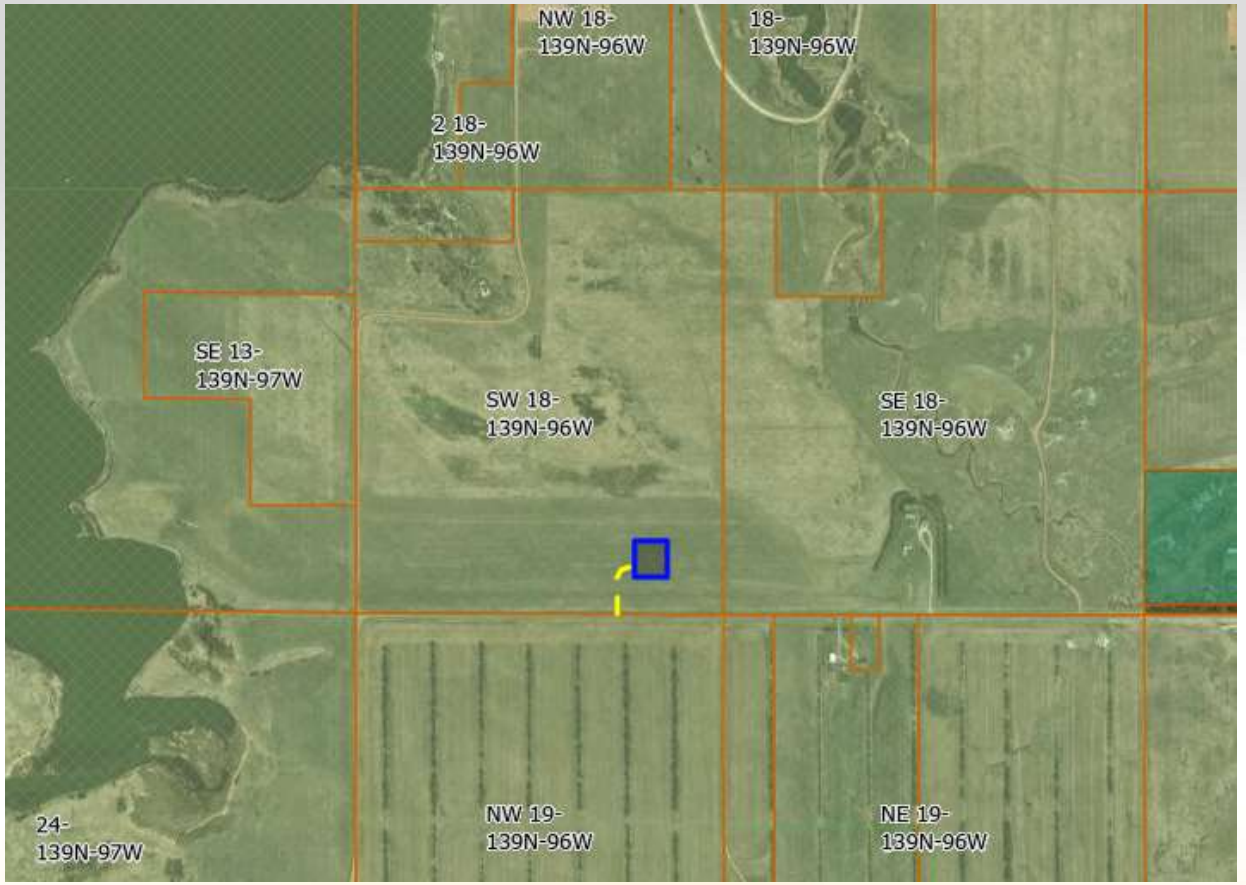
Thank you!

QUESTIONS AND COMMENTS ARE WELCOME

CITY OF Dickinson North Dakota

www.DickinsonGov.com

SCOUT ENERGY OIL WELL RECOMMENDATIONS



CITY OF Dickinson North Dakota

WELL LOCATION PLAT

SCOUT ENERGY MANAGEMENT, LLC

4901 LBJ FREEWAY, SUITE #300 DALLAS, TX 75244

TNT 1

454 feet from the south line and 1900 feet from the west line (surface location Section 18)

454 feet from the south line and 1900 feet from the west line (bottom hole target Section 18)

Section 18, T139N, R96W - 5th Principal Meridian

Stark County, North Dakota

Surface Owner at well site - Robert D & Catherine M Gruman

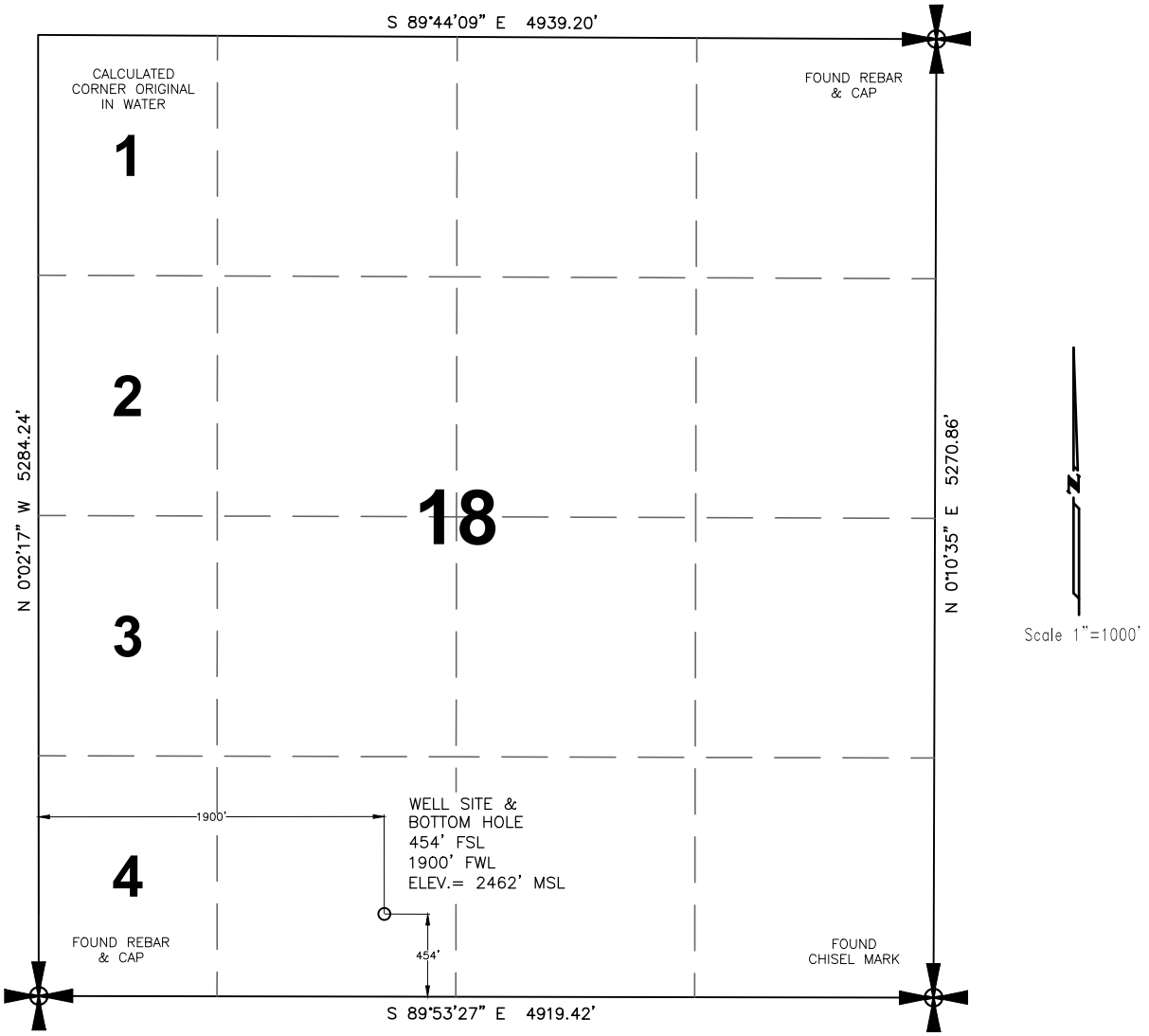
[NAD-83] - Latitude 46°50'53.86" (46.848294°) North - Longitude 102°50'39.17" (102.844215°) West (surface location Section 18)

[NAD-83] - Latitude 46°50'53.86" (46.848294°) North - Longitude 102°50'39.17" (102.844215°) West (bottom hole target Section 18)

[NAD-27] - Latitude 46°50'53.83" (46.848286°) North - Longitude 102°50'37.54" (102.843761°) West (surface location Section 18)

[NAD-27] - Latitude 46°50'53.83" (46.848286°) North - Longitude 102°50'37.54" (102.843761°) West (bottom hole target Section 18)

[derived from N.G.S. O.P.U.S. Solution REF FRAME: NAD_83 (CORS96)(EPOCH:2002.0000)]



NOTE: Drawing is shown based on a local coordinate system. Distances are ground distances, international feet.

NOTE: All land corners are assumed unless otherwise noted. Location shown hereon is a preliminary staked location and is not an as-built.

I, James D. Glasser, Registered Land Surveyor, N.D. No. 5771, do hereby certify that the well plat shown hereon was made by me, or under my direction, and is true and correct to the the best of my knowledge and belief.

JAMES D. GLASSER 04/08/25

Surveyed by N.D.R.L.S. #5771 Date

Vertical Control Datum Used
Sea-Level Datum of NAVD 88
Based on elevation derived from OPUS Solution on GPS Base Station (Base 6) in the NW¼SW¼ of Section 20, T139N, R96W, 5th P.M. located N00°25'23"E a distance of 2,301.66' from the SW corner of said Section 20 being at 2,524.42' Elevation MSL.

HIGHLANDS ENGINEERING & SURVEYING, PLLC
319 24th Street East
Dickinson, ND 58601
701.483.2444 office
701.483.2610 fax
www.highlandseng.com

REGISTERED LAND SURVEYOR
JAMES D. GLASSER
LS - 5771
NORTH DAKOTA

04/22/25
DATE

HIGHLANDS ENGINEERING

PROJECT NO. 251657

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HORIZONTAL SECTION PLAT

SCOUT ENERGY MANAGEMENT, LLC

4901 LBJ FREEWAY, SUITE #300 DALLAS, TX 75244

TNT 1

454 feet from the south line and 1900 feet from the west line (surface location Section 18)

454 feet from the south line and 1900 feet from the west line (bottom hole target Section 18)

Section 18, T139N, R96W - 5th Principal Meridian

Stark County, North Dakota

Surface Owner at well site - Robert D & Catherine M Gruman

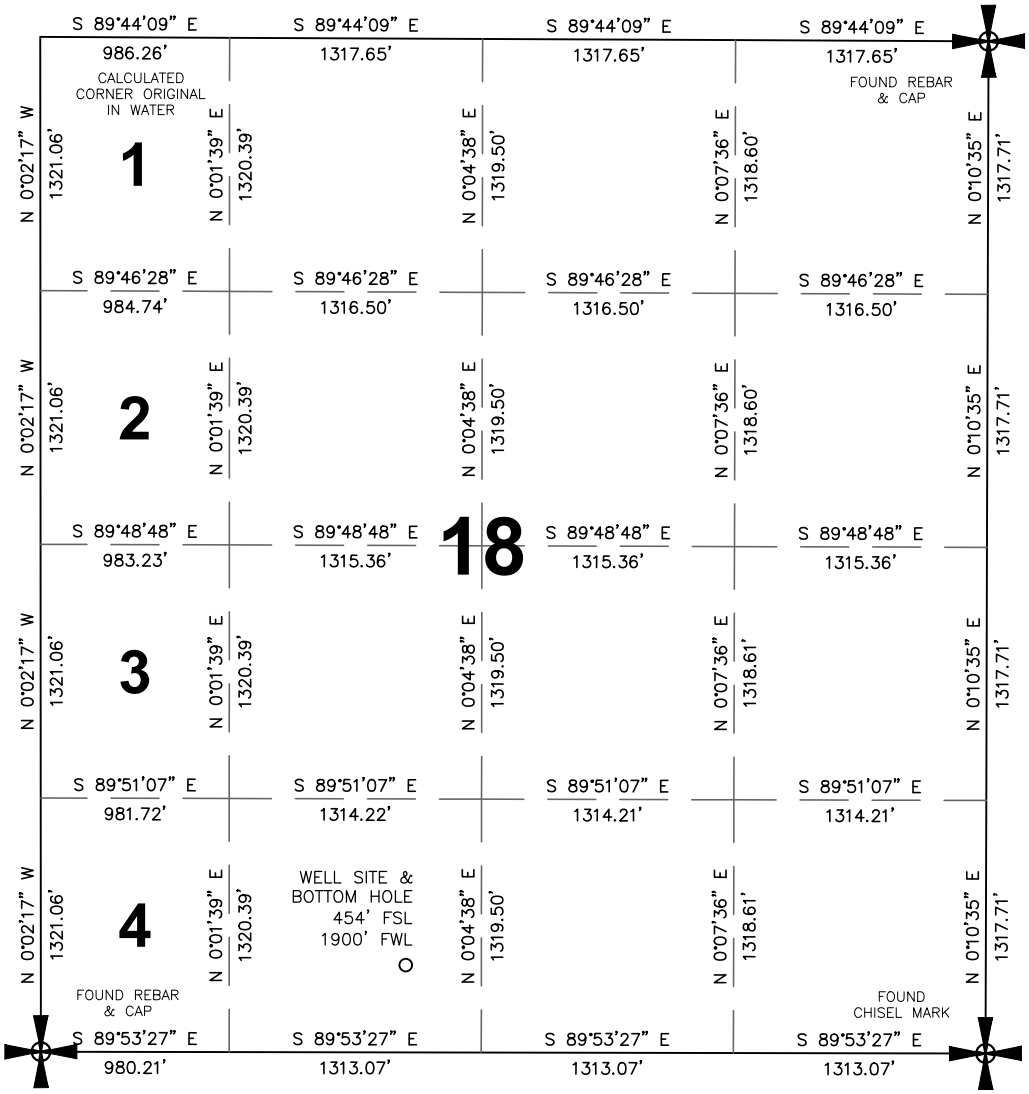
[NAD-83] - Latitude 46°50'53.86" (46.848294°) North - Longitude 102°50'39.17" (102.844215°) West (surface location Section 18)

[NAD-83] - Latitude 46°50'53.86" (46.848294°) North - Longitude 102°50'39.17" (102.844215°) West (bottom hole target Section 18)

[NAD-27] - Latitude 46°50'53.83" (46.848286°) North - Longitude 102°50'37.54" (102.843761°) West (surface location Section 18)

[NAD-27] - Latitude 46°50'53.83" (46.848286°) North - Longitude 102°50'37.54" (102.843761°) West (bottom hole target Section 18)

[derived from N.G.S. O.P.U.S. Solution REF FRAME: NAD_83 (CORS96)(EPOCH:2002.0000)]



All corners shown on this plat were found in the field during Chord Energy TNT 1 oil well survey on April 4, 2025. Distances to all others are calculated.

I, James D. Glasser, Registered Land Surveyor, N.D. No. 5771, do hereby certify that the well plat shown hereon was made by me, or under my direction, and is true and correct to the the best of my knowledge and belief.

REGISTERED LAND SURVEYOR
JAMES D. GLASSER
LS - 5771
NORTH DAKOTA

04/22/25
DATE

HIGHLANDS ENGINEERING & SURVEYING, PLLC
319 24th Street East
Dickinson, ND 58601
701.483.2444 office
701.483.2610 fax
www.highlandseng.com

NOTE: Drawing is shown based on a local coordinate system. Distances are ground distances, international feet.

HIGHLANDS ENGINEE

PROJECT NO. 251657

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LAST SAVED: 04/19/2025 11:17 AM BY JOHN.YORK

SCOUT ENERGY MANAGEMENT, LLC

TNT 1

454' FSL & 1900' FWL

SW1/4 Section 18, T139N, R96W - 5th Principal Meridian
Stark County, North Dakota

EXISTING SITE ELEVATION	2461.6' MSL
PROPOSED PAD ELEVATION	2461.0' MSL

EXCAVATION (INCLUDES 6" TOPSOIL STRIPPING)	11,245 CY
EMBANKMENT	6,680 CY
PLUS SHRINKAGE (30%)	2,004 CY
	8,684 CY
STOCKPILE TOP SOIL (6")	2,342 CY
ROAD EMBANKMENT OR STOCKPILE FROM PAD	219 CY
DISTURBED AREA FROM PAD AND STOCKPILE	3.63 ACRES

NOTE: REQUIRED EMBANKMENT IS CALCULATED AFTER 6" TOPSOIL IS STRIPPED FROM THE LOCATION.

NOTE: ALL CUT END SLOPES ARE 3:1 AND FILL END SLOPES ARE 3:1

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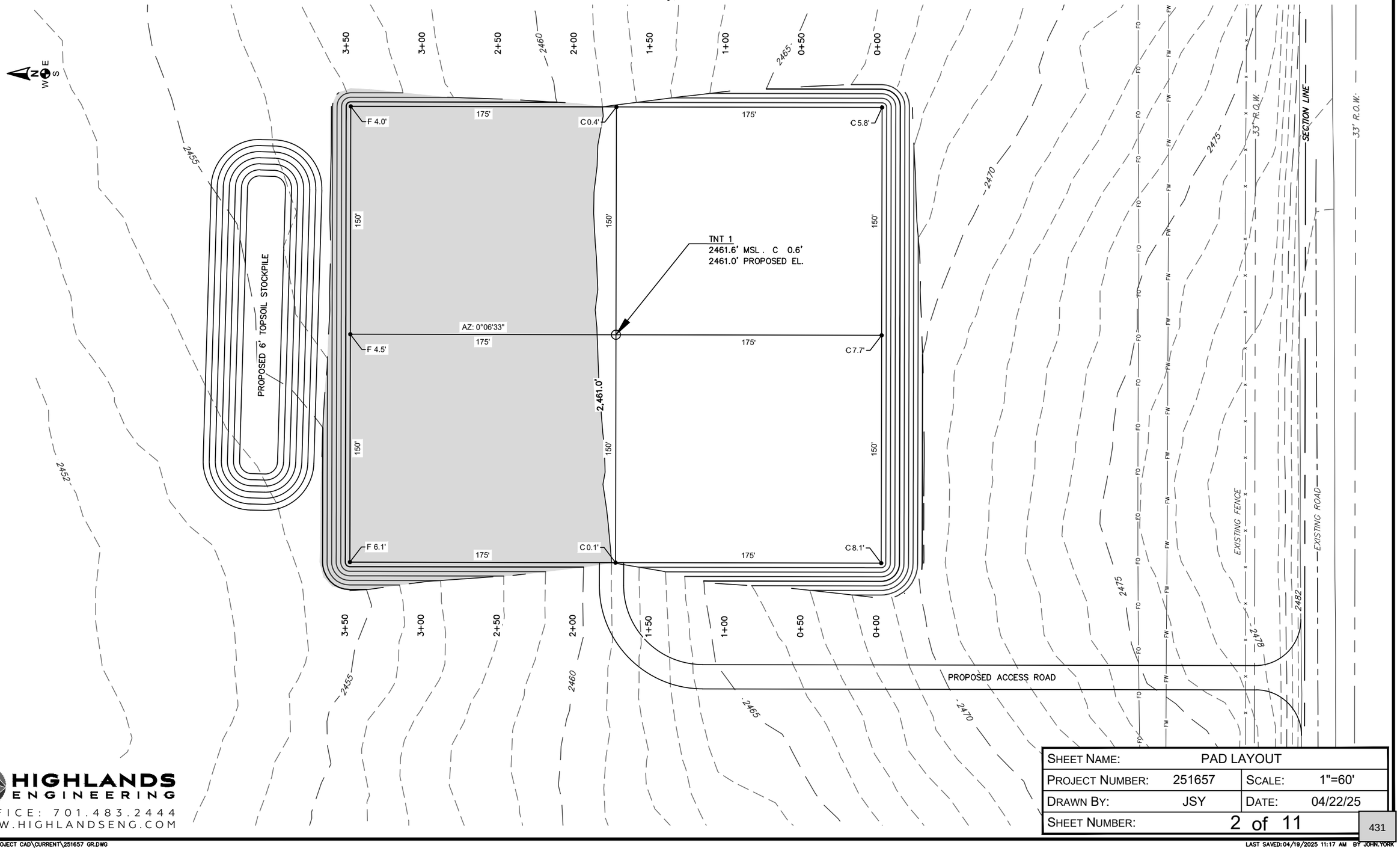
SHEET NAME:	DATE:	DRAWN BY:	SCALE:	PROJ. NO.	SHEET NO.
QUANTITIES	04/22/25	JSY	N/A	251657	1 o

SCOUT ENERGY MANAGEMENT, LLC
TNT 1
454' FSL & 1900' FWL

SW1/4 Section 18, T139N, R96W - 5th Principal Meridian
Stark County, North Dakota



SHEET NAME:	PAD LAYOUT		
PROJECT NUMBER:	251657	SCALE:	1"=60'
DRAWN BY:	JSY	DATE:	04/22/25
SHEET NUMBER:	2 of 11		

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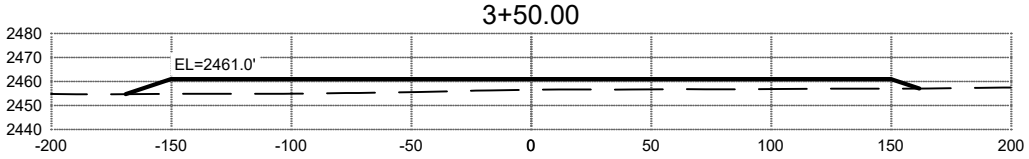
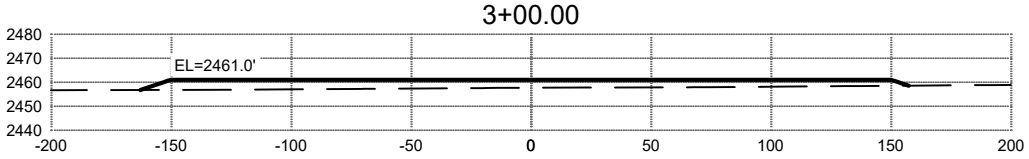
SCOUT ENERGY MANAGEMENT, LLC
TNT 1
454' FSL & 1900' FWL

SW1/4 Section 18, T139N, R96W - 5th Principal Meridian
Stark County, North Dakota

3+50.00



3+00.00



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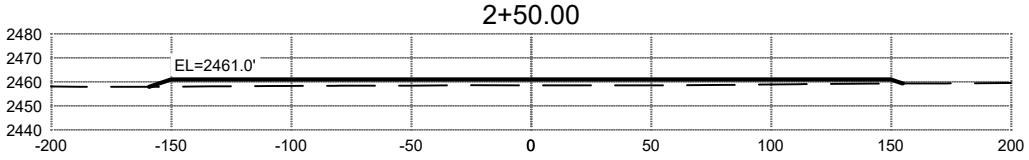

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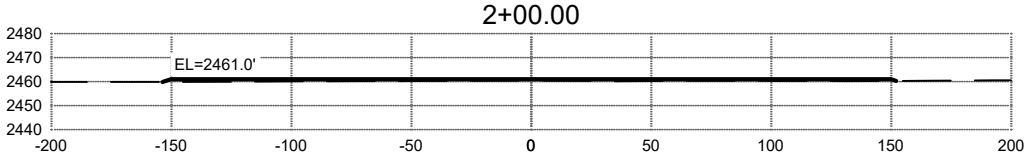

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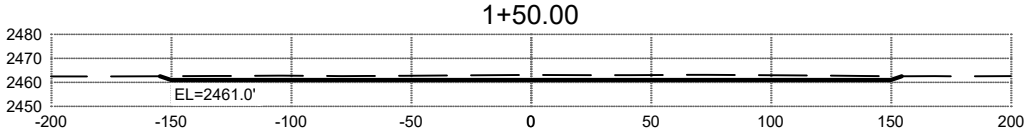

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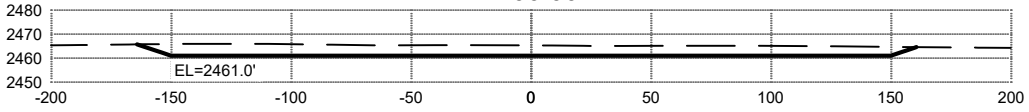

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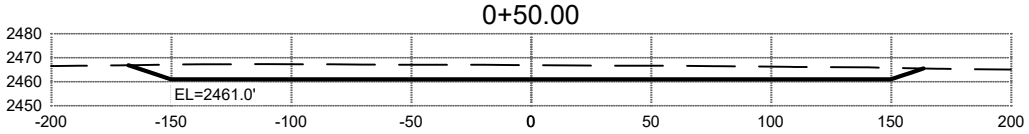

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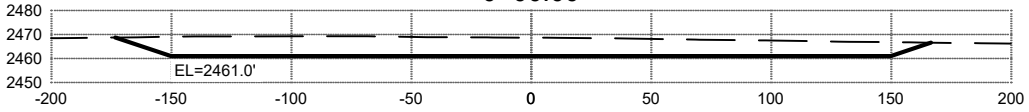

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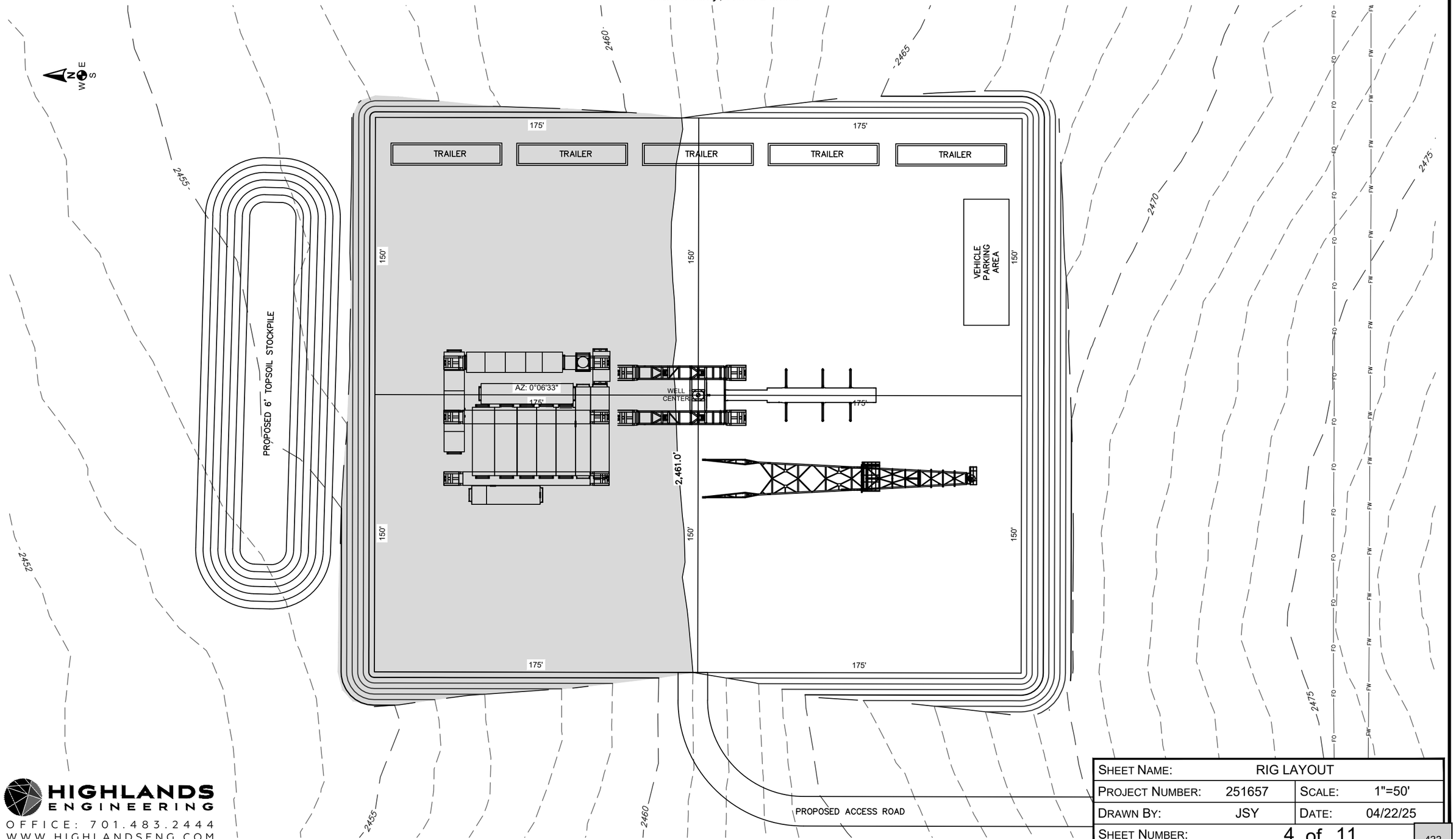
SHEET NAME:	DATE:	DRAWN BY:	SCALE:	PROJ. NO.	SHEET NO.
CROSS-SECTIONS	04/22/25	JSY	1"=80'	251657	3 o

SCOUT ENERGY MANAGEMENT, LLC
TNT 1
454' FSL & 1900' FWL

SW1/4 Section 18, T139N, R96W - 5th Principal Meridian
Stark County, North Dakota



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SHEET NAME:	RIG LAYOUT		
PROJECT NUMBER:	251657	SCALE:	1"=50'
DRAWN BY:	JSY	DATE:	04/22/25
SHEET NUMBER:	4 of 11		

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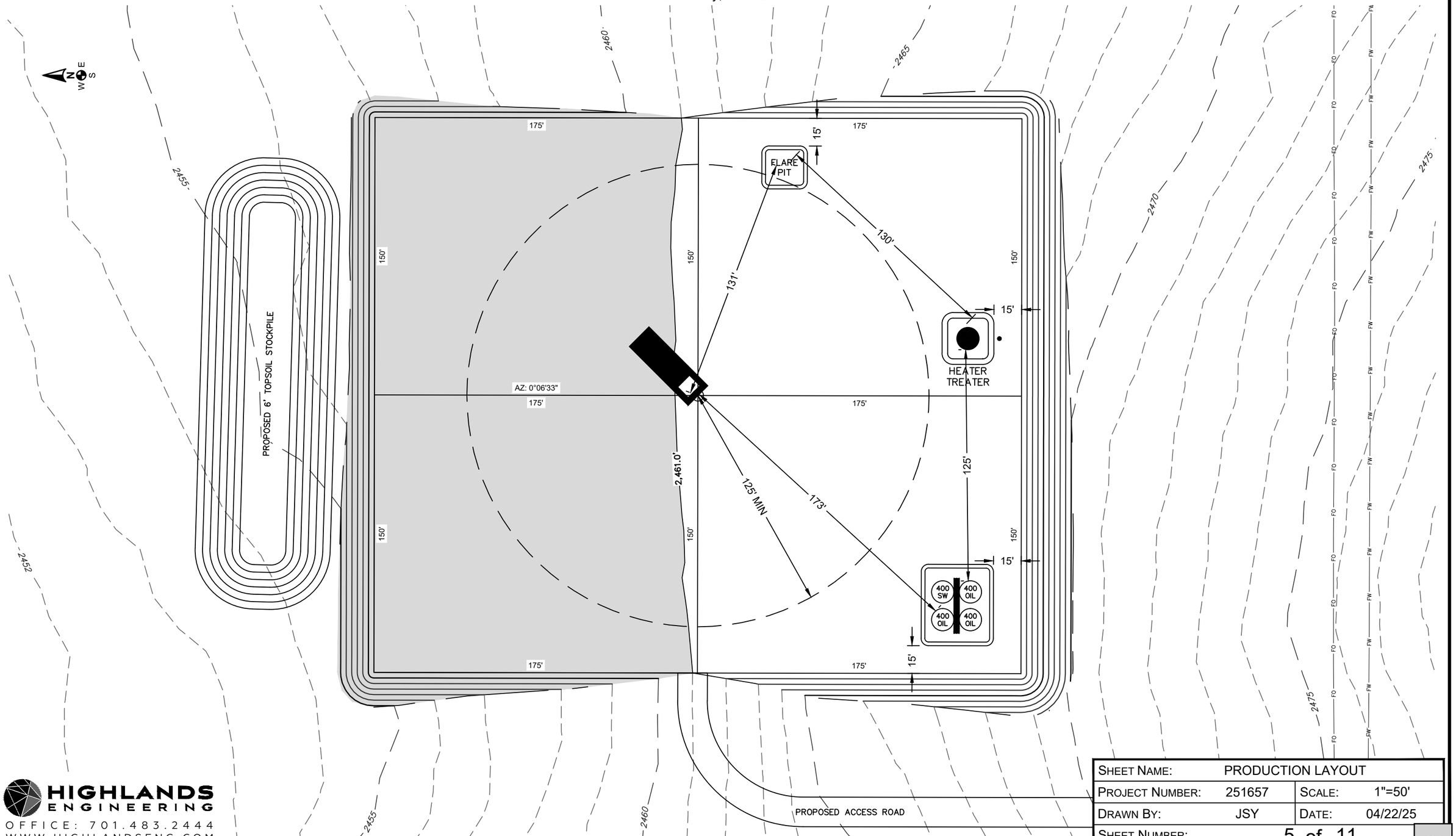
SCOUT ENERGY MANAGEMENT, LLC
TNT 1
454' FSL & 1900' FWL

SW1/4 Section 18, T139N, R96W - 5th Principal Meridian
Stark County, North Dakota



SHEET NAME:	PRODUCTION LAYOUT		
PROJECT NUMBER:	251657	SCALE:	1"=50'
DRAWN BY:	JSY	DATE:	04/22/25
SHEET NUMBER:	5 of 11		

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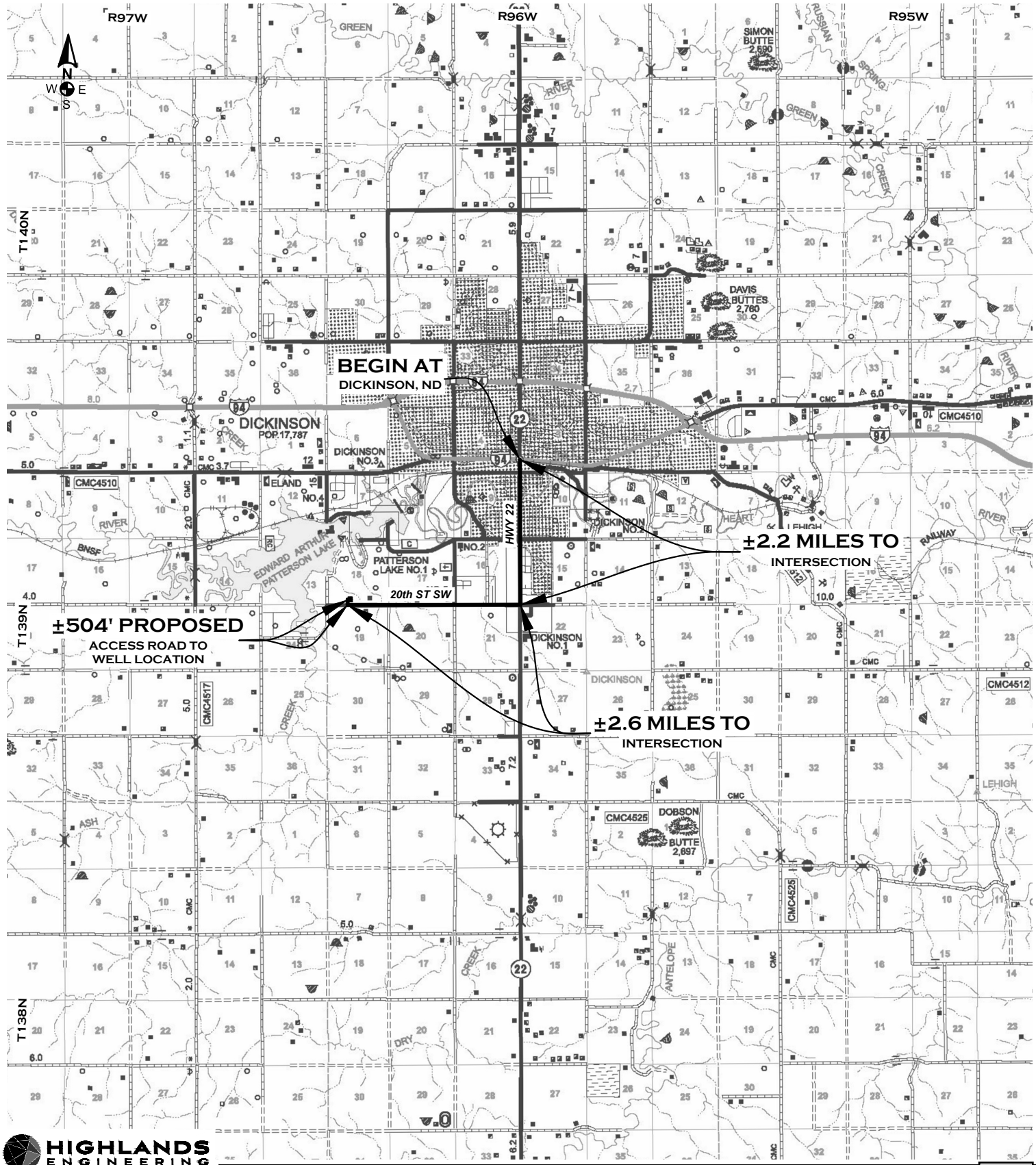
SCOUT ENERGY MANAGEMENT, LLC

TNT 1

454' FSL & 1900' FWL

SW1/4 Section 18, T139N, R96W - 5th Principal Meridian

Stark County, North Dakota



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SHEET NAME:	DATE:	DRAWN BY:	SCALE:	PROJ. NO.	SHEET NO.
COUNTY ACCESS	04/22/25	JSY	1/2"=MILE	251657	6 o 435

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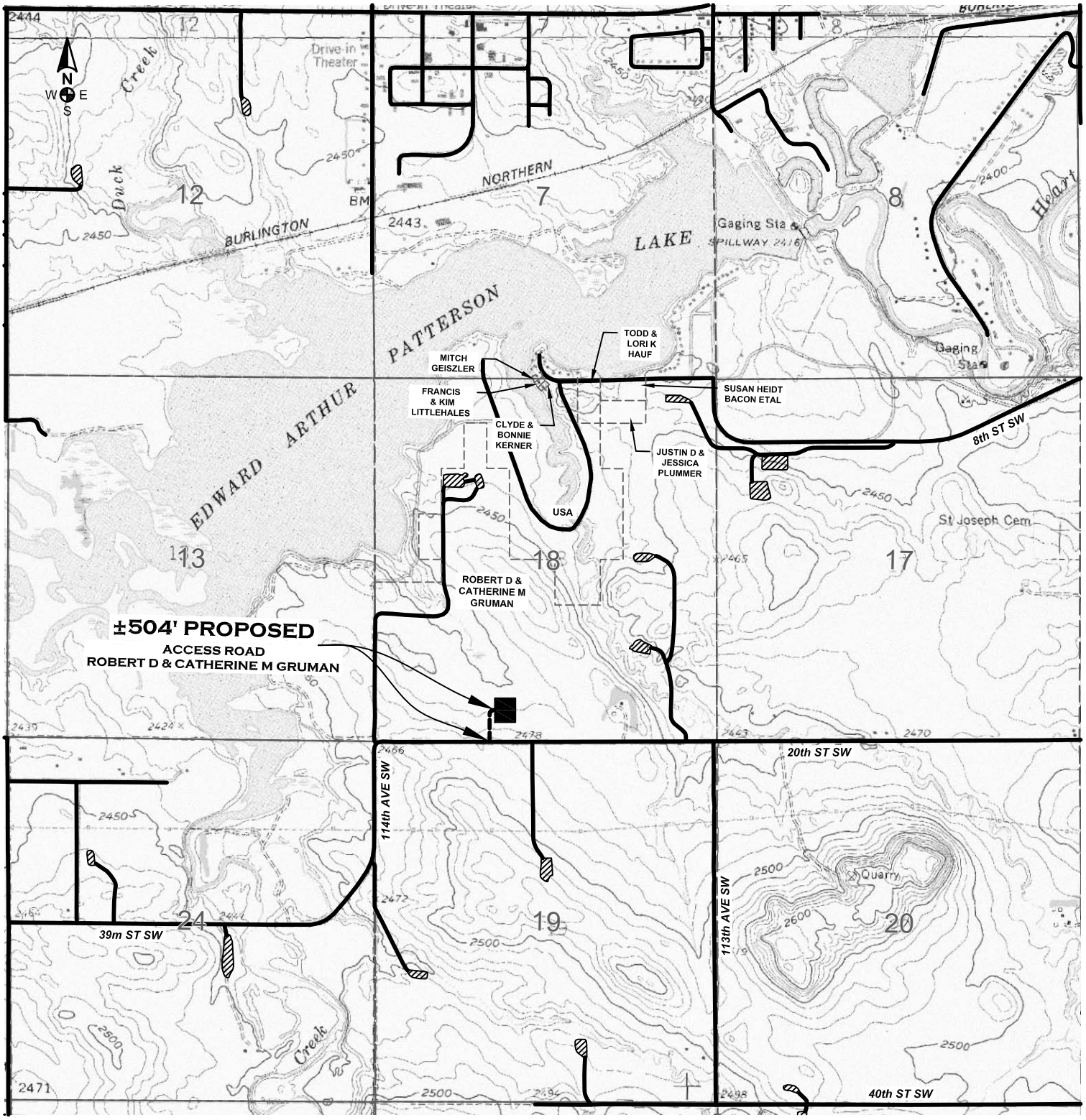
SCOUT ENERGY MANAGEMENT, LLC

TNT 1

454' FSL & 1900' FWL

SW1/4 Section 18, T139N, R96W - 5th Principal Meridian

Stark County, North Dakota



LEGEND

PROPOSED ACCESS

EXISTING ROAD

HIGHLANDS ENGINEERING
OFFICE: 701.483.2444
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SHEET NAME:	DATE:	DRAWN BY:	SCALE:	PROJ. NO.	SHEET NO.
QUAD ACCESS	04/22/25	JSY	1"=2000'	251657	7 o

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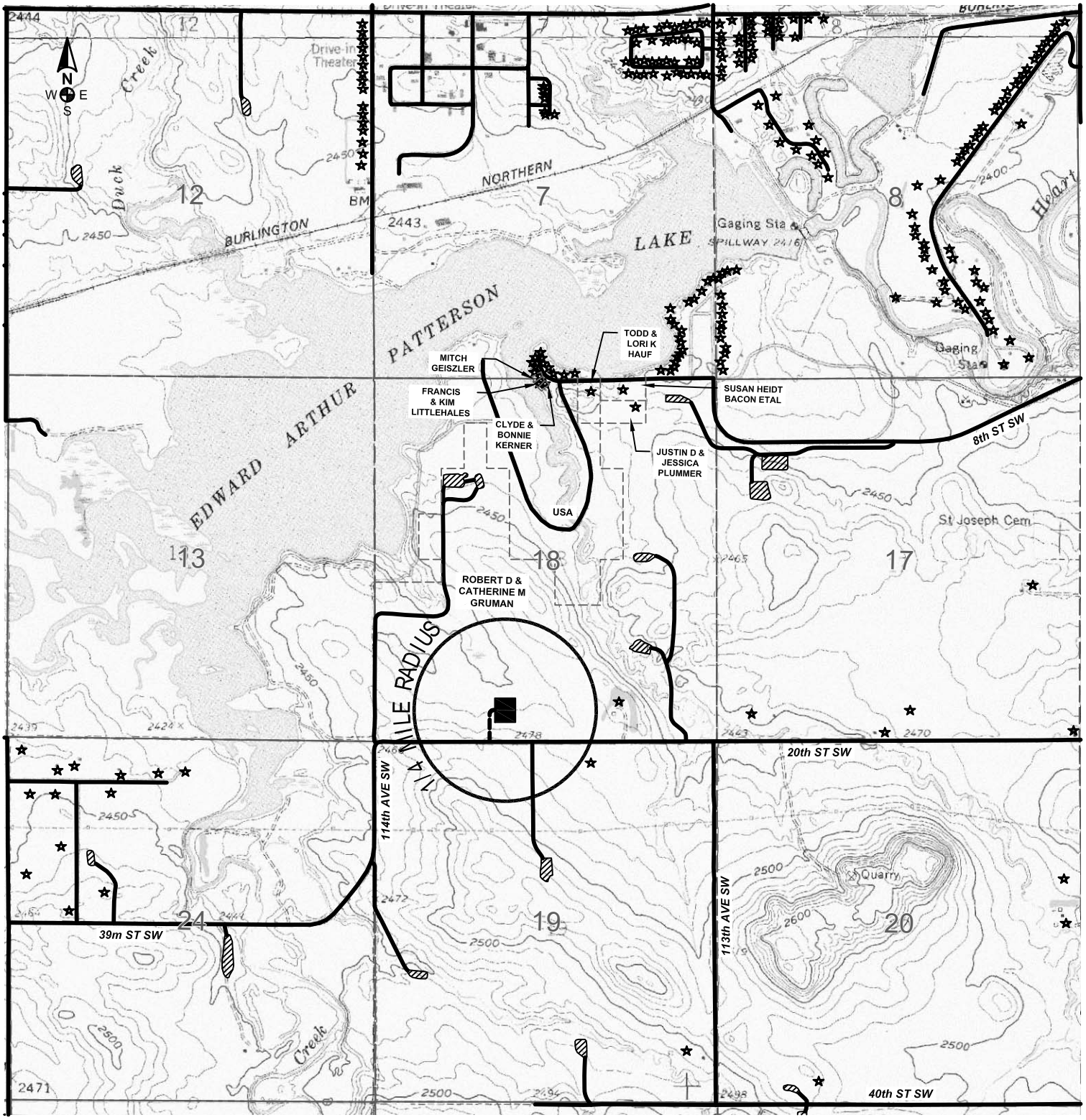
LAST SAVED: 04/22/2025 9:13 AM BY JOHN.YORK

SCOUT ENERGY MANAGEMENT, LLC

TNT 1

454' FSL & 1900' FWL

SW1/4 Section 18, T139N, R96W - 5th Principal Meridian
Stark County, North Dakota



NO DWELLINGS ARE LOCATED WITHIN 1/4-MILE OF THE NEAREST PROJECTED WELL HOLE.

LEGEND

- PROPOSED ACCESS
- EXISTING ROAD
- EXISTING DWELLING ★

HIGHLANDS ENGINEERING
OFFICE: 701.483.2444
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SHEET NAME:	DATE:	DRAWN BY:	SCALE:	PROJ. NO.	SHEET NO.
DWELLING MAP	04/22/25	JSY	1"=2000'	251657	8 o

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LAST SAVED: 04/22/2025 9:13 AM BY JOHN.YORK

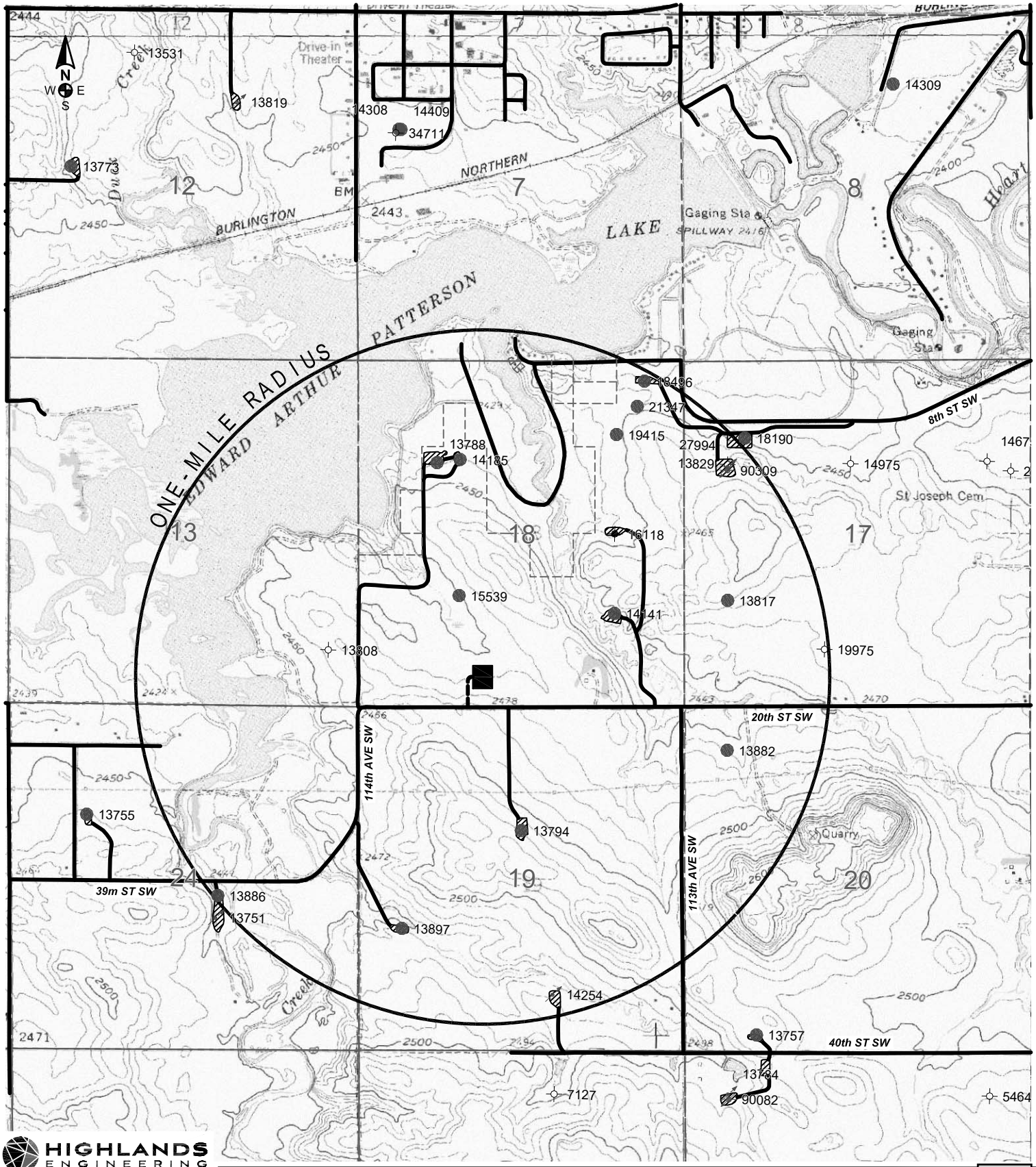
SCOUT ENERGY MANAGEMENT, LLC

TNT 1

454' FSL & 1900' FWL

SW1/4 Section 18, T139N, R96W - 5th Principal Meridian

Stark County, North Dakota



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OFFICE: 701.483.2444
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SHEET NAME:	DATE:	DRAWN BY:	SCALE:	PROJ. NO.	SHEET NO.
ONE-MILE RADIUS MAP	04/22/25	JSY	1"=2000'	251657	9 o

438

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SCOUT ENERGY MANAGEMENT, LLC
TNT 1
454' FSL & 1900' FWL

SW1/4 Section 18, T139N, R96W - 5th Principal Meridian
Stark County, North Dakota

WELLS WITHIN ONE-MILE RADIUS

File	Operator	Well Name	Section	Township	Range	Feet NS	FNSL	Feet EW	FEWL	Status
13788	SCOUT ENERGY MANAGEMENT LLC	PATTERSON LAKE 41-13	18	139	96	1550	N	1200	W	A
13794	SCOUT ENERGY MANAGEMENT LLC	FROEHLICH 1	19	139	96	1880	N	2470	E	A
13808	WESTPORT OIL & GAS COMPANY, L.P.	MOI FEE 44-13	13	139	97	860	S	460	E	DRY
13817	DUNCAN OIL, INC.	ZASTOUPIL 1-17	17	139	96	1620	S	670	W	PNC
13829	DUNCAN OIL, INC.	KESTING 1-17	17	139	96	1570	N	670	W	DRY
13882	ARMSTRONG OPERATING, INC.	GRUMAN 20-2	20	139	96	660	N	660	W	PNC
13886	SCOUT ENERGY MANAGEMENT LLC	ROLLER 1-24	24	139	97	2345	S	2139	E	A
13897	SCOUT ENERGY MANAGEMENT LLC	HATTIE 1	19	139	96	1855	S	660	W	A
14141	WESCO OPERATING, INC.	GRUMAN 18-1	18	139	96	1425	S	1050	E	PA
14185	SCOUT ENERGY MANAGEMENT LLC	GRUMAN 18-2	18	139	96	1500	N	1550	W	A
14254	SCOUT ENERGY MANAGEMENT LLC	VICTOR 1-19	19	139	96	850	S	2000	E	A
15539	KERR-MCGEE OIL & GAS ONSHORE LP	GRUMAN 23-18	18	139	96	1693	S	1530	W	PNC
16118	WESCO OPERATING, INC.	GRUMAN 18-3	18	139	96	2635	S	1045	E	PA
18496	ARMSTRONG OPERATING, INC.	GRUMAN 18-3	18	139	96	300	N	590	E	A
19415	WESCO OPERATING, INC.	GRUMAN 41-18A	18	139	96	1113	N	1016	E	PNC
19975	ARMSTRONG OPERATING, INC.	ZASTOUPIL 1-17	17	139	96	865	S	2140	W	DRY
21347	WESCO OPERATING, INC.	GRUMAN 41-18	18	139	96	684	N	700	E	PA
27994	ARMSTRONG OPERATING, INC.	PLU 12-17	17	139	96	1610	N	670	W	A
90309	ARMSTRONG OPERATING, INC.	PLU WS 12-17	17	139	96	1660	N	670	W	A

Legend

wells

STATUS, WELL_TYPE

- A, AGD
- A, AI
- A, CBM
- A, DF
- A, DFP
- A, GASC
- A, GASD
- A, GASN
- A, OG
- A, SWD
- A, WI
- A, WS
- A,AI
- AB, AI
- AB, DF
- AB, DFP
- AB, GASC
- AB, GASD
- AB, GI
- AB, OG
- AB, SWD
- AB, WI
- AB, WS
- Confidential, Confidential
- DRL, AI
- DRL, GASC
- DRL, GASD
- DRL, OG
- DRL, SWD
- DRL, WI
- DRY, GASC
- DRY, GASD
- DRY, OG
- DRY, ST
- EXP, GASD
- EXP, OG
- EXP, SWD
- EXP, WS
- IA, AI
- IA, CBM
- IA, DF
- IA, DFP
- IA, GASC
- IA, GASD
- IA, OG
- IA, SWD
- IA, WI
- IA, WS
- IA,AI
- LOC, GASC
- LOC, GASD
- LOC, OG
- LOC, SWD
- LOC, WI
- PA, DF
- PA, GASC
- PA, GASD
- PA, GS
- PA, OG
- PA, SWD
- PA, WI
- PA, WS
- PNC, GASD
- PNC, OG
- PNC, SWD
- TA, AI
- TA, GASC
- TA, GASD
- TA, OG
- TA, SWD
- TA, WI
- TA, WS
- TAO, GI
- TAO, OG
- TAO, WI

A = Active, AB = Abandoned, DRL = Drilling, Dry = Dry, EXP = Expired, IA = Inactive, LOC = Location, PA = Producer Abandoned, PNC = Permit Now Cancelled TA – Temporarily Abandoned, TAO – Temporarily Abandoned Observation.

AGD = Acid Gas Disposal, AI = Air Injection, DF = Dump Flood, DFP = Dump Flood Producing, GASN = Nitrogen Gas Well, GASC = Gas Condensate, GASD = Gas Dry, GI – Gas Injection, GS – Gas Storage, OG – Oil or Gas Well, SWD – Salt Water Disposal, WI – Water Injection, WS – Water Supply, ST – Strat Test

HIGHLANDS ENGINEERING
OFFICE: 701.483.2444
WWW.HIGHLANDSENG.COM

SHEET NAME:	DATE:	DRAWN BY:	SCALE:	PROJ. NO.	SHEET NO.
GIS SYMBOLS	04/22/25	JSY	N/A	251657	11 o

CITY OF Dickinson North Dakota

Community Development Memorandum

April 14, 2025

RE: August 19th Commission Meeting

SCOUT ENERGY OIL WELL PROPOSAL RECOMMENDATIONS FOR APPROVAL

Scout Energy recently met with City staff regarding a proposal to drill a new oil well within Dickinson's Extra-Territorial Zone. This project has received approval from the North Dakota Industrial Commission. However, the applicant has requested a list of any development standards the City Commission would want to see implemented. For your consideration is a list of development requests for Scout Energy to implement on the proposed site. The list of development requests is as follows:

- Utilize sediment reduction methods for access onto 39th Street Southwest to limit the impacts of truck traffic;
- Keep access gates closed to aid in screening the site;
- Upkeep security and screening fences and install three-pronged barbed wire;
- Perform annual emergency action drills with Dickinson EMS, Stark County, and Marathon staff to increase local responders' ability to respond to potential emergencies; and
- Limit traffic to dedicated truck routes.

Although City staff is not able to enforce the suggested requests due to the site being within the jurisdiction of the North Dakota Industrial Commission, this resolution would ensure Scout Energy and the City of Dickinson are clear on the expectations around operations at the proposed site.

The Community Development staff recommends approval.

Chapter 4-48 - Code Update

Presented by: City Administrator Dustin Dassinger

Consideration to Approve

CITY OF Dickinson North Dakota

- Amends and re-enacts Section 4-48
- Amends the bidding process by adjusting the deadline from October 1 to November 15

1. Prior to **November 15th** of every year, the City shall set a date for the receipt of sealed bids from any interested on-/off-sale licensees and a date and time for a bid opening.

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota | Administration

To: City Commission

From: City Administrator Dustin Dassinger

Date: 08/28/2025

Subject: Amendment and Re-enactment of section 4-48 – Bidding Deadline Adjustment

Commissioners,

Currently, Section 4-48 of municipal code requires the deadline for the bidding process to be set prior to October 1st of each year for the Legacy Square Concession License.

City staff recommends amending the bidding process deadline from October 1st to November 15th

Thank You,

Dustin Dassinger

City Administrator

ORDINANCE NO. 2025

AN ORDINANCE AMENDING AND REENACTING ARTICLE 4-48 OF THE MUNICIPAL CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO ALCOHOL LICENSES

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF DICKINSON, NORTH DAKOTA, AS FOLLOWS:

Section 1: Article 4-48 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Sec. 4-48. License requirements.

The Board of City Commissioners hereby finds that in order to ensure compliance by all licensees with all applicable Federal, State, and City laws, ordinances, and regulations, and in order to adequately police establishments engaged in the retail sale of alcoholic beverages, and in order to promote the public welfare, it is necessary and proper to limit the number of certain classes of licenses, as provided herein, pursuant to the City's police powers and the authority granted by N.D.C.C. Title 5.

(1) *On-/off-sales license.* The City may grant an on-/off-sale license, which authorizes the licensee to sell beer and/or intoxicating liquor at retail for consumption on and off the licensed premises subject to the following conditions:

a. As of December 31, 2012, a total of 17 on-/off-sale licenses existed within the City limits. No additional on-/off-sale licenses shall be granted until the population of the City reaches an estimated 21,000 people, at which time, the Board of City Commissioners may, but shall not be required to, grant an additional on-/off-sale license, as hereinafter provided pursuant to Section 4-49.

b. 1. The Board of the Board of City Commissioners may grant an additional on-/off-sale license for each incremental population increase of 3,000 people above 21,000 people, as may be determined in the sole discretion of the Board of the Board of City Commissioners from time to time, based upon annexations, household units, census projections, census results, or other methods of estimated population.

2. Any on-/off-sale license which is added to the City by virtue of annexation shall automatically increase the number of on-/off-sale licenses available under Subsection (1)b.1 of this section. Notwithstanding addition of on-/off-sale licenses added by annexation, the City may nevertheless add additional on-/off-sale licenses based upon the requisite population increases, as stated in Subsection (2) of this section.

c. If additional licenses have been granted because of an increase in population, said licenses will be eliminated when the population falls below the population level that authorized the additional license. In addition, if the population of the City falls below 21,000, one on-/off-sale license shall be eliminated from the number

authorized under this section. However, said licenses shall not be eliminated until such time as a license is vacated.

d. The fee for this license shall be set by the City's fee schedule.

e. A licensee hereunder shall comply with and be subject to all of the remaining provisions of this Code, including this chapter.

(2) *Lodge or club license.* The City may grant a lodge or club license, which authorizes the licensee to sell beer and/or intoxicating liquor at retail for consumption upon the premises of the licensee, except when permitted by Subsection (4) of this section, primarily for the convenience of the club or lodge members subject to the following conditions:

a. No license shall be transferable to any other owner.

b. Any additional lodge or club license shall be granted only to organizations qualifying as a lodge or club, and then only in the discretion of the Board of City Commissioners.

c. No electronic or mechanical gaming devices or games of chance shall be allowed upon the premises licensed hereunder in any area where minors are allowed to be present.

d. A licensee may apply for a special event permit under Section 4-67.

e. The fee for this license shall be set by the City's fee schedule.

f. A licensee hereunder shall comply with and be subject to all of the remaining provisions of this Code, including this chapter.

(3) *Motel or hotel license.* The City may grant a motel or hotel license, which authorizes the licensee to sell beer and/or intoxicating liquor on- and off-sale of the hotel or motel, subject to the following conditions:

a. The room from which such sales are made must be physically attached to and be a part of said hotel or motel.

b. Temporary bars may be used in banquet rooms or other areas for special events such as conventions, dinner meetings, or similar events, all of which must be held within the confines of the hotel or motel; such areas need not be designated in the license.

c. To qualify for the renewal of a hotel or motel on-sale liquor license, the applicant must have maintained an average room occupancy rate of at least 50 percent for the year preceding the application for renewal.

d. There shall be no restrictions as to the number of licenses issued under this subsection (3).

e. The fee for this license shall be set by the City's fee schedule.

f. A licensee hereunder shall comply with and be subject to all of the remaining provisions of this Code, including this chapter.

(4) *Restaurant on-sale license.* The City may grant a restaurant on-sale license to any restaurant within City limits, which authorizes the licensee to sell beer and liquor on an on-sale basis only, except when permitted by this Subsection (4), subject to the following terms and conditions:

a. The restaurant shall have sufficient dining area and facilities to adequately serve its patrons, as well as the public generally.

b. The restaurant may have a lounge area or waiting area lounge for patrons waiting to be seated for the purposes of serving alcoholic beverages in conjunction with its restaurant business. Permission for such area should be duly noted on the licensee's license.

c. No electronic or mechanical gaming devices or games of chance shall be allowed upon the premises licensed hereunder unless licensee has a designated bar area upon said premises.

d. A licensee may apply for a special event permit under Section 4-67 or 4-68.

e. Those receipts from the sales of alcoholic beverages hereunder shall not exceed 50 percent of the gross receipts from the sale of all food items and alcoholic beverages combined.

f. All restaurant on-sale license holders shall file with the application for license renewal a sworn statement executed by the licensee and a certified public accountant certifying that gross food sales and liquor sales for the previous calendar year meet the requirements of this section. The Board of City Commissioners may, in its discretion, require the licensee to provide such additional proof of the licensee's compliance with this section as it deems necessary.

g. All sales of alcoholic beverages by restaurant on-sale licensees must be separately receipted to the customer by cash register receipt and clearly identified as sales of liquor, beer or wine on all receipts.

h. In order to qualify for an alcoholic beverage license under this provision, it is necessary that the dining area and other food service facilities be in operation and be open for business.

i. There shall be no restrictions as to the number of licenses issued under this subsection.

j. The fee for this license shall be set by the City's fee schedule.

k. A licensee hereunder shall comply with and be subject to all of the remaining provisions of this Code, including this chapter.

(5) *Military club beer and wine license.* The City may grant a military club beer and wine license, to military clubs of the armed forces within City limits, which authorizes the licensee to sell beer and/or wine on an on-sale basis only, subject to the following terms and conditions:

a. For the purposes of this section and others pertaining thereto, the term "armed forces" shall mean the Army, Navy, Air Force, Marine Corps, Space Force, and Coast Guard of the United States of America.

b. A license hereunder shall comply with all of the laws of the State relating to the sale and dispensation of alcoholic beverages.

c. The beer and/or wine license hereunder shall be for the sale of beer and/or wine for consumption on the premises only, to military club members only, and no sales for consumption off the premises.

d. There shall be no restrictions as to the number of licenses issued under this subsection.

e. The fee for this license shall be set by the City's fee schedule.

f. A licensee hereunder shall comply with and be subject to all of the remaining provisions of this Code, including this chapter.

(6) *Microbrewery pub license.* The City may grant a microbrewery pub license, which authorizes the licensee to produce and manufacture beer at retail for consumption upon the licensed premises, in accordance with the requirements and limitations of N.D.C.C. § 5-01-14, which are incorporated herein by reference. A microbrewery pub licensee is also subject to the following specifications and restrictions:

a. A microbrewery pub may manufacture on the licensed premises, store, transport, sell to wholesale malt beverage licensees, and export no more than 10,000 barrels of beer per year.

b. A microbrewery pub license will authorize the licensee to sell:

1. Growlers, sold off-sale only; and

2. Beer that has been brewed on the premises of the licensee, which may be sold either on-sale or off-sale.

c. A microbrewery pub licensee may not engage in wholesaling activities. All sales and delivery of beer to any other retail licensed premises may be made only through a wholesale beer licensee. A microbrewery pub licensee must comply with all statutory provisions for taxation under N.D.C.C. § 5-01-14.

d. A microbrewery pub licensee is not precluded from retailing beer it purchases from a wholesaler.

e. Complimentary samples of beer may not be in an amount exceeding 16 ounces per patron.

f. Except as modified in this subsection, a microbrewery pub licensee shall comply with and be subject to all of the remaining qualifications for licensees.

g. There shall be no restrictions as to the number of licenses issued under this subsection.

h. The fee for this license shall be set by the City's fee schedule.

i. A licensee hereunder shall comply with and be subject to all of the remaining provisions of this Code, including this chapter.

(7) *Beer and wine concession license.* The City may grant a beer and wine concession license to the operators of the food and beverage concessions under contract with the

Parks and Recreation District for concession services at Dakota Community Bank and Trust Ballpark — Astoria and Coke Fields, a Dickinson municipal ballpark (ballpark) subject to the following restrictions and conditions:

a. A licensee hereunder shall comply with all of the laws of the State relating to the sale and dispensation of alcoholic beverages.

b. A licensee hereunder may sell wine, tap beer, beer in opened bottles, cans or similar packages.

c. The license hereunder shall be for the sale of beer and wine for consumption on the premises only, and no sales for consumption off the premises shall be made.

d. The license is nontransferable and may be held only by the operators who have been awarded and currently hold a concessions contract, provided the contract permits the sale of beer and wine, and may be held only for the period of the operator's concession contract and shall terminate with the termination of that contract.

e. This license is limited to on-sale service of beer and wine to patrons of the ballpark.

f. The fee for this license shall be set by the City's fee schedule.

g. Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this chapter.

(8) *Domestic distillery license.* The City may grant a domestic distillery license, which authorizes the licensee to produce distilled spirits and authorizes the sale of distilled spirits in accordance with the requirements and limitations of N.D.C.C. § 5-01-19, which are incorporated herein by reference. A domestic distillery licensee is also subject to the following restrictions and conditions:

a. A domestic distillery licensee may sell spirits produced by that distillery at on-sale or off-sale, in retail lots, and not for resale, and may sell or direct ship its spirits to persons inside or outside the State in a manner consistent with the laws of the place of the sale or delivery in total quantities not to exceed 25,000 gallons in a calendar year. Direct sales within the State are limited to 2.38 gallons or less per month per person for personal use and not for resale. The packaging for spirits must conform with the labeling requirements set forth in N.D.C.C. § 5-01-16.

b. A domestic distillery licensee may obtain a domestic distillery license and a retailer license allowing the on-premises sale of alcoholic beverages at a restaurant owned by the licensee and located on property contiguous to the domestic distillery. A domestic distillery licensee may also own or operate a winery.

c. A domestic distillery license shall only be issued to a domestic distillery owner or operator who has obtained an annual manufacturing license from the State Tax Commissioner allowing the production of distilled spirits.

d. To the extent the following activities are authorized under N.D.C.C. § 5-01-19(2), the same shall also be authorized within the City:

1. A licensee may dispense free samples of the distilled spirits offered for sale.

2. Special events for which a permit has been obtained from the State Tax Commissioner allowing the domestic distillery to give free samples of its product and to sell its product by the glass or in closed containers at off-premises events are, as a result of such permit, authorized within the City.

3. Participation in Pride of Dakota events for which a special events permit has been obtained from the State Tax Commissioner is, as a result of such permit, authorized within the City.

e. A domestic distillery license authorizes the licensee to sell glassware, distilled spirits literature and accessories, cheese, cheese spreads, and other snack food items.

f. There shall be no restrictions as to the number of licenses issued under this subsection.

g. The fee for this license shall be set by the City's fee schedule.

h. Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this chapter.

(9) *Brewer taproom license.* The City may grant a brewer taproom license, which authorizes the licensee to manufacture on the licensed premises, store, transport, sell, and export 25,000 barrels or less of beer annually in accordance with the requirements of N.D.C.C. § 5-01-21, as amended from time to time, which are incorporated herein by reference. A brewer taproom licensee is also subject to the following restrictions and limitations:

a. A licensee may sell malt beverages manufactured on the licensed premises for consumption on the premises of the brewery or a restaurant owned by the licensee and located on property contiguous to the brewery.

b. A brewer taproom licensee may sell beer manufactured on the licensed premises for off-premises consumption in brewery-sealed containers of not less than 12 ounces, growlers, and in brewery-sealed kegs not to exceed 5.16 gallons.

c. A licensee may sell and deliver beer produced by the brewery to licensed beer wholesalers.

d. A brewer taproom licensee shall obtain any brewery license required by the State.

e. Multiple brewer taproom licenses may be issued to the owner or operator of a brewery producing no more than 25,000 barrels of malt beverages annually. Brewer taproom licensees with multiple taprooms must produce beer at each location and the total amount of beer produced at all locations combined may not exceed 25,000 barrels of malt beverages annually.

f. To the extent the following activities are authorized under N.D.C.C. § 5-01-21(2), as amended from time to time, the same shall also be authorized within the City:

1. A licensee may dispense free samples of beer offered for sale. Complimentary samples may not exceed 16 ounces per patron.

2. A licensee may sell and deliver beer produced by the brewery to licensed retailers within the State, subject to the conditions set forth in N.D.C.C. § 5-01-21(2)(f), as amended from time to time.

3. Special events for which a permit has been obtained from the State Tax Commissioner allowing the brewer taproom licensee to give free samples of its beer and to sell its beer by the glass or in enclosed containers at off-premises events are, as a result of such permit, authorized within the City, so long as notice of the special event to which the permit is issued is given to the City Administrator, who shall forward to the Chief of Police, no less than three days before the event is to occur.

g. All sales and delivery of beer to licensed retailers within the State must be made in accordance with N.D.C.C. §§ 5-03-07 and 5-01-21(2)(f). Additional sales may be made through a wholesaler licensed in the State. Beer manufactured on the licensed premises and sold by a brewer taproom licensee directly to the consumer for consumption on or off of the premises are subject to the taxes imposed pursuant to N.D.C.C. § 5-03-07, in addition to any other taxes imposed on brewers and retailers.

h. There shall be no restrictions as to the number of licenses issued under this subsection.

i. The fee for this license shall be set by the City's fee schedule.

j. Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this chapter.

(10) *Domestic winery license.* The City may grant a domestic winery license, which authorizes the licensee to operate a domestic winery and to produce and sell wine on-sale and off-sale within the City in accordance with the requirements and limitations of N.D.C.C. § 5-01-17, which are incorporated herein by reference. A domestic winery licensee is also subject to the following restrictions and conditions:

a. A domestic winery license may be issued only to a domestic winery owner or operator who obtains a license from the State Tax Commissioner allowing the production of wine.

b. A domestic winery license authorizes the licensee to sell wine produced by that winery at on-sale or off-sale, in retail lots, and not for resale, and may sell or direct ship its wine to persons inside or outside the State in a manner consistent with the laws of the place of the sale or delivery in total quantities not to exceed 25,000 gallons in a calendar year. In addition, a domestic winery licensee may, if so authorized by a license issued by the State, sell beer on-sale only, provided that such on-sale beer sales shall be incidental to the sale of wine.

c. A domestic winery license authorizes the licensee to sell glassware, wine literature and accessories, cheese, cheese spreads, and other snack food items.

d. Direct sale by licensed wineries.

1. A licensed winery that produces no more than 50,000 gallons of wine per year may sell and deliver, on-site or off-site, the wine produced by the winery directly to licensed retailers. The licensed winery may sell and deliver wine

on-site to a licensed retailer who presents the retailer's license or a photocopy of the license. The winery may deliver the wine off-site if the winery:

(i) Uses the winery's equipment, trucks, and employees to deliver the wine;

(ii) Contracts with a licensed distributor to ship and deliver the wine to the retailer; or

(iii) Contracts with a common carrier to ship and deliver the wine to the retailer directly from the winery or the winery's bonded warehouse.

2. The shipments delivered by a winery's equipment, trucks, and employees in a year may not exceed 4,500 cases. A case may not exceed 2.38 gallons of wine.

3. Individual shipments delivered by common carrier may not exceed three cases per day for each licensed retailer. The shipments delivered by a common carrier in a year may not exceed 4,500 cases. A case may not exceed 2.38 gallons of wine.

e. To the extent the following activities are authorized under N.D.C.C. § 5-01-17(2), the same shall also be authorized within the City:

1. A licensee may dispense free samples on the licensed premises of the wines offered for sale.

2. Special events for which a permit has been obtained by the State Tax Commissioner to give free samples of its product and to sell its wine by the glass or in closed containers at off-premises events are, as a result of such permit, authorized within the City.

3. Participation in Pride of Dakota events, for which a special events permit has been obtained from the State Tax Commissioner is, as a result of such permit, authorized within the City, provided that the incidental sales of on-sale beer allowed by paragraph c above, will not be allowed at the locations where said permits are utilized.

f. A domestic winery license shall not be required for a domestic winery owner or operator possessing a license from the State Tax Commissioner allowing the production of wine and only being present within the City to utilize special event permits issued by the State Tax Commissioner. It is the intent of this exemption to not require licensure by domestic winery owners or operators, if properly licensed elsewhere, where its only presence in the City is to utilize special event permits.

g. There shall be no restrictions as to the number of licenses issued under this subsection.

h. The fee for this license shall be set by the City's fee schedule.

i. Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this chapter.

(11) *Beer only on-sale license.* The City may grant a beer only on-sale license, which authorizes a licensee to sell on-sale tap beer, beer in open bottles and cans in similar

packages at retail for consumption upon the leased premises of the licensee subject to the following restrictions and conditions:

a. A licensee hereunder shall comply with all of the laws of the State relating to the sale and dispensation of alcoholic beverages.

b. The license hereunder shall be for the sale of beer for consumption on the premises only, except when permitted by Subsection (11)e of this section, and no sales for consumption off the premises shall be made.

c. A licensee hereunder shall ensure that any alcoholic beverages sold pursuant to this section shall be sold, distributed, and/or dispensed by an authorized employee of the licensee.

d. There shall be no restrictions as to the number of licenses issued under this subsection.

e. A licensee may apply for a restricted special event permit under Section 4-68.

f. The fee for this license shall be set by the City's fee schedule.

g. Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this chapter.

(12) *Beer and wine only on-sale license.* The City may grant a beer and wine only on-sale license, which authorizes a licensee to sell on-sale tap beer, beer in open bottles and cans, and/or wine in similar packages at retail for consumption upon the leased premises of the licensee, subject to the following restrictions and conditions:

a. A licensee hereunder shall comply with all of the laws of the State relating to the sale and dispensation of alcoholic beverages.

b. The license hereunder shall be for the sale of beer and/or wine for consumption on the premises only, except when permitted by Subsection (12)c of this section, and no sales for consumption off the premises shall be made.

c. A licensee may obtain a restricted special event permit under Section 4-68.

d. A licensee hereunder shall ensure that any alcoholic beverages sold pursuant to this section shall be sold, distributed, and/or dispensed by an authorized employee of licensee.

e. There shall be no restrictions as to the number of licenses issued under this subsection.

f. The fee for this license shall be set by the City's fee schedule.

g. Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this chapter.

(13) *Legacy Square concession license.* The City may grant the Legacy Square concession license to the licensee awarded the license to operate concession services at the City of Dickinson Legacy Town Square, subject to the following restrictions and conditions:

a. This license is limited to on-sale service of beer, wine, liquor as set forth below to patrons of the Legacy Town Square during City sanctioned and sponsored events.

1. Any events occurring at the Legacy Town Square not sponsored and sanctioned by the City will require a special event permit pursuant to Section 4-67.

2. The licensee granted the Legacy Town Square license hereunder shall be given the right of first refusal for any private events occurring at the Legacy Town Square requesting alcohol service. Should the licensee choose not to exercise the right of first refusal, the patron shall have the ability to contract with any licensee qualified to dispense alcoholic beverages pursuant to a special use permit issued by the City.

b. A licensee may sell liquor, wine, and beer in cans. Sales of any of these items in bottles shall not be permitted.

c. The license hereunder shall be for the sale for consumption in the Legacy Town Square Corridor only, and no sales for consumption off the Legacy Town Square Corridor shall be made. For the purposes of this section, the term "Legacy Town Square Corridor" means the defined Legacy Square streets located in the 100 Block of first Ave West and 10 Block of second Street West.

d. This license shall be an annual license that will begin January 1 of every year and end on December 31 of that year with the bidding process occurring prior to December 31.

e. The licensee shall be responsible for ensuring all events conducted pursuant to this license have sufficient security personnel. This would include any private events where the licensee exercised its right of first refusal pursuant to Subsection (13)a.2 of this section.

f. The license is nontransferable and may be held only by a licensee with an on-/off-sale license or a lodge or club license.

g. A licensee hereunder shall comply with all the laws of the State relating to the sale and dispensation of alcoholic beverages.

h. In addition to the bid price paid by the licensee pursuant to Subsection (13)i of this section, the City shall also receive a percentage of gross sales of all alcohol sold at all City sanctioned and sponsored events in an amount to be determined by the City Administrator during the annual bidding process. The licensee shall provide documentation to the City upon the expiration of the annual license term to verify sales for that year.

i. The bidding process for this license shall be as follows:

1. Prior to November 15th of every year, the City shall set a date for the receipt of sealed bids from any interested on-/off-sale licensees and a date and time for a bid opening.

2. The Board of City Commissioners may, in its sole discretion, establish a minimum bid amount, which shall be made known to any and all potential bidders.

3. Interested parties shall submit an application for the license, together with the information required by Section 4-50, or as may otherwise be required for City staff to determine the party's qualifications for the license. Parties failing to submit the required application and information shall have their bids removed from consideration.
4. Interested parties shall further submit to the City a sealed bid for the license.
5. City staff shall review the application and information submitted by all interested parties. Parties who are determined by City staff to be not qualified for a license shall have their bids removed from consideration.
6. Opening of sealed bids shall be held at the time and date set by the City. Parties shall have the opportunity to improve their written bids pursuant to an auction process.
7. City staff shall submit all final, qualified bids to the Board of City Commissioners, together with a recommendation from City staff regarding the award of the bid.
8. At its sole discretion, the Board of City Commissioners may grant the license to the highest responsible bidder.
9. Upon grant of the license from the Board of City Commissioners, the successful party shall immediately pay the full bid price. If the successful party is unable to immediately pay the full bid price, the Board of City Commissioners may offer the license to the next highest bidder or, in the Board of City Commissioners' sole discretion, decline to offer the license to any remaining bidder.
10. The City reserves the right to reject any and all bids, to waive any informalities in the bidding process or any bid received, and to accept any bid which, in sole judgment of the Board of City Commissioners, is in the City's best interest.

j. Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this chapter.

(Code 1993, § 4.08.060; Ord. No. 396; Ord. No. 456, § 3-5; Ord. No. 701, § 4; Ord. No. 832, § 4; Ord. No. 969, § 2; Ord. No. 1012, § 1; Ord. No. 1106, § 4; Ord. No. 1113, § 2; Ord. No. 1164, § 1; Ord. No. 699, § 1; Ord. No. 706, § 1; Ord. No. 832, § 3; Ord. No. 1184, § 5; Ord. No. 1232, §§ 2, 3; Ord. No. 1253, § 1; Ord. No. 1298, § 11; Ord. No. 1402, § 1; Ord. No. 1492, § 1; Ord. No. 1589, § 2; Ord. No. 1608, § 2; Ord. No. 1649, § 2; Ord. No. 1654, § 3; Ord. No. 1664, § 3; Ord. No. 1635, § 1; Ord. No. 1733, § 3; Ord. No. 1747, § 1; Ord. No. 1775, § 1(4.08.060), 5-30-2023; Ord. No. 1790, § 1, 12-19-2023)

State law reference(s)—Local regulation of licensees including determining the number of licenses granted, N.D.C.C. § 5-02-09.

Section 2: Repeal of Ordinances in Conflict. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 3: Severability. In the event any section of this Ordinance is held invalid by court of competent jurisdiction, the invalidity shall extend only to the section affected, and other sections of this Chapter shall continue in full force and effect.

Section 4: Effective Date. This Ordinance shall be in full force and effect following its final passage.

Dated this ____ day of September 2025.

CITY OF DICKINSON

By _____
Scott Decker, President
Board of City Commissioners

ATTEST:

_____
Dustin Dassinger, City Administrator
First Reading: _____, 2025
Second Reading: _____ 2025

Chapter 6-39 - Code Update

Presented by: City Attorney Christina M. Wenko

Consideration to Approve

CITY OF Dickinson North Dakota

- Amends and re-enacts Section 6-39
- Clearly states the amount of fine for the violation at $50.00
- Adds the following language:

> Any violation of this section shall be an administrative fee of $50.00.

CITY OF Dickinson North Dakota

ORDINANCE NO. 2025

AN ORDINANCE AMENDING AND RE-ENACTING SECTION 6-39 DAKOTA, RELATING TO ANIMAL NUISUANCES

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF DICKINSON, NORTH DAKOTA, AS FOLLOWS:

Section 1: Section 6-39 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Sec. 6-39. When dog or cat is a public nuisance.

Any dog or cat within the City limits is a public nuisance when:

(1) It frightens, annoys, or chases any person or vehicle.

(2) It is more than four months old and does not have a current vaccination or inoculation against rabies.

(3) It is not wearing a collar bearing a City dog or cat license tag or microchipped and rabies vaccination tag verifying up to date vaccination.

(4) It is an unattended animal that exhibits loud and frequent yelping, barking, crying or howling outside of the dwelling that disturbs a reasonable person of ordinary sensibilities.

(5) It damages any property not the property of its owner.

(6) It runs at large upon any right-of-way, public property or upon the private premises of any person other than the owner or keeper of the dog or cat.

Any violation of this section shall be an administrative fee of $50.00.

(Code 1993, § 5.08.002; Ord. No. 857, § 1; Ord. No. 1272, § 10; Ord. No. 1332, § 7; Ord. No. 1764, § 6)

Section 2: Repeal of Ordinances in Conflict. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 3: Severability. In the event any section of this Ordinance is held invalid by court of competent jurisdiction, the invalidity shall extend only to the section affected, and other sections of this Chapter shall continue in full force and effect.

Section 4: Effective Date: This Ordinance shall be in full force and effect on final passage.

Scott Decker, President
Board of City Commissioners

ATTEST

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Dustin Dassinger, City Administrator

First Reading: _____, 2025
Second Reading: _____, 2025
Final Passage: _____, 2025

Chapter 58-4 - Code Update

Presented by: City Attorney Christina M. Wenko

Consideration to Approve

CITY OF Dickinson North Dakota

- Amends and re-enacts Section 58-4
- Addresses a change because of the adoption of Municode
- Changes the title of the section from “Issuance of Warrant” to “Failure to Comply”

CITY OF Dickinson North Dakota

ORDINANCE NO. 2025

AN ORDINANCE AMENDING AND RE-ENACTING SECTION 58-4 DAKOTA, RELATING TO ISSUANCE OF WARRANTS AND FAILURE TO COMPLY NOTICES

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF DICKINSON, NORTH DAKOTA, AS FOLLOWS:

Section 1: Section 58-4 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Sec. 58-4. Failure to Comply.

In the event any person fails to comply with a traffic citation given to such person or attached to a vehicle, or fails to make appearance pursuant to a summons directing an appearance in the Municipal Court, as the case may be, or if any person fails or refuses to deposit bail as required and within the time permitted by ordinance, the Clerk of the Municipal Court shall secure and issue a warrant for said person's arrest.

(Code 1993, § 23.12.060; Ord. No. 881, § 1)

Section 2: Repeal of Ordinances in Conflict. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 3: Severability. In the event any section of this Ordinance is held invalid by court of competent jurisdiction, the invalidity shall extend only to the section affected, and other sections of this Chapter shall continue in full force and effect.

Section 4: Effective Date: This Ordinance shall be in full force and effect on final passage.

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Scott Decker, President
Board of City Commissioners

ATTEST

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Dustin Dassinger, City Administrator

First Reading: _____, 2025
Second Reading: _____, 2025
Final Passage: _____, 2025

Chapter 58-100 Code Update

Presented by: City Attorney Christina M. Wenko

Consideration to Approve

CITY OF Dickinson North Dakota

- Amends and re-enacts Section 58-100
- HB 1298 adjusted fines for speeding violations
- Removes prior fine system and replaces it with:

(4) Except as provided in Subsection 6 of this section, for a violation of N.D.C.C. § 39-09-02, or an equivalent ordinance, a fee of twenty dollars, or three dollars for each mile per hour over the limit, whichever is greater. An additional fee of twenty dollars must be assessed for a violation of sixteen miles per hour or more over the limit.

(6) On a highway on which the speed limit is posted in excess of 65 miles (104.61 kilometers) an hour, for a violation of N.D.C.C. § 39-09-02, or equivalent municipal ordinance, a fee of $20.00 or five dollars for each mile per hour over the limit, whichever is greater. An additional fee of twenty dollars must be assessed for a violation of sixteen miles per hour or more over the speed limit.

CITY OF Dickinson North Dakota

ORDINANCE NO. 2025

AN ORDINANCE AMENDING AND RE-ENACTING SECTION 58-100 OF THE MUNICIPAL CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO STATUTORY FEES FOR TRAFFIC VIOLATIONS

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF DICKINSON, NORTH DAKOTA, AS FOLLOWS:

Section 1: Section 58-100 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Sec. 58-100. - Amounts of statutory fees.

The fees required for a noncriminal disposition pursuant to either Sections 58-96, 58-97, 58-701 shall be as follows:

(1) For a nonmoving violation as defined in N.D.C.C. § 39-06.1-08, a fee of $20.00.

(2) For a moving violation as defined in N.D.C.C. § 39-06.1-09, a fee of $20,00, except for:

a. A violation of N.D.C.C. § 39-10-26, 39-10-26.2, 39-10-41, or 39-10-42 or equivalent municipal ordinance, a fee of $50.00.
b. A violation of N.D.C.C. § 39-10-05 (or equivalent municipal ordinance) involving failure to yield to a pedestrian or N.D.C.C. § 39-10-28(1) or equivalent municipal ordinance, a fee of $50.00.
c. A violation of N.D.C.C. § 39-21-41.2 or equivalent municipal ordinance, a fee of $25.00.
d. A violation of N.D.C.C. § 39-12-02(1), 39-08-23, or 39-08-25 (or equivalent municipal ordinances), a fee of $100.00.
e. A violation of Section 58-95(1)d or equivalent municipal ordinance, a fee of $100.00.
f. A violation of N.D.C.C. § 39-04-37(6) or equivalent municipal ordinance, a fee of $100.00.
g. A violation of N.D.C.C. § 39-10-21.1(2) or equivalent municipal ordinance, a fee of $250.00.
h. A violation of N.D.C.C. § 39-10-59 or equivalent municipal ordinance, a fee of $500.00.
i. A violation of N.D.C.C. § 39-09-01 or equivalent municipal ordinance, a fee of $30.00.
j. A violation of N.D.C.C. § 39-09-01.1 or equivalent municipal ordinance, a fee of $30.00.
k. A violation of N.D.C.C. § 39-10-46.1 or equivalent municipal ordinance, a fee of $100.00.

l. A violation of N.D.C.C. § 39-08-20(1) or equivalent municipal ordinance, $150.00 for a first violation and $300.00 for a second or subsequent violation in three years.
m. A violation of N.D.C.C. § 39-10-24 or 39-10-44 or equivalent municipal ordinance, a fee of $40.00.
n. A violation of N.D.C.C. § 39-10-50.1 or equivalent municipal ordinance, a fee of $50.00.
o. A violation of N.D.C.C. § 39-19-03 or equivalent municipal ordinance, a fee of $50.00.

(3) For a violation of N.D.C.C. § 39-21-44 or 39-10-46 or equivalent municipal ordinance or a rule adopted under that section, a fee of $250.00.

(4) Except as provided in Subsection 6 of this section, for a violation of N.D.C.C. § 39-09-02, or an equivalent ordinance, a fee of twenty dollars, or three dollars for each mile per hour over the limit, whichever is greater. An additional fee of twenty dollars must be assessed for a violation of sixteen miles per hour or more over the limit. :

(5) For a violation of N.D.C.C. § 39-06.2-10.9 or 39-21-46(3) or equivalent municipal ordinance, a fee established as follows:

a. Driving more than 11 hours since the last ten hours off duty, driving after 14 hours on duty since the last ten hours off duty, driving after 60 hours on duty in seven days or 70 hours in eight days, no record of duty status or logbook in possession, failing to retain previous seven-day record of duty status or logbook, or operating a vehicle with four to six out-of-service defects: $100.00;
b. False record of duty status or logbook or operating a vehicle with seven to nine out-of-service defects: $250.00;
c. Operating a vehicle after driver placed out of service, operating a vehicle with ten or more out-of-service defects, or operating a vehicle that has been placed out of service prior to its repair: $500.00; and
d. All other violations of motor carrier safety rules adopted under N.D.C.C. § 39-21-46(3): $50.00.

(6) On a highway on which the speed limit is posted in excess of 65 miles (104.61 kilometers) an hour, for a violation of N.D.C.C. § 39-09-02, or equivalent municipal ordinance, a fee of $20.00 or five dollars for each mile per hour over the limit, whichever is greater. An additional fee of twenty dollars must be assessed for a violation of sixteen miles per hour or more over the speed limit.

(7) For a violation of a school zone speed limit under N.D.C.C. § 39-09-02(1)b or equivalent municipal ordinance, a fee of $40.00 for one through ten miles per hour over the posted speed; and $40.00, plus $1.00 for each additional mile per hour over ten miles per hour over the limit unless a greater fee would be applicable under this section.

(8) For a violation of a highway construction zone speed limit under N.D.C.C. § 39-09-02(2) or equivalent municipal ordinance, a fee of $80.00 for one through ten miles per hour over the posted speed; and $80.00, plus $2.00 for each mile per hour over ten miles per hour over the limit, unless a greater fee would be applicable under this section. The fee in this subsection does not apply to a highway construction zone unless individuals engaged in construction are present at the time and place of the violation and the posted speed limit sign states "Minimum Fee: $80.00."

(9) For a violation of operating a motor vehicle while not being licensed under section 58-701, a fee of one hundred fifty dollars.

(Code 1993, § 23.80.080; Ord. No. 866, § 1; Ord. No. 1202, § 8; Ord. No. 1352, § 1; Ord. No. 1590, § 9; Ord. No. 1679, § 4; Ord. No. 1723, § 8)

Section 2: Repeal of Ordinances in Conflict. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 3: Severability. In the event any section of this Ordinance is held invalid by court of competent jurisdiction, the invalidity shall extend only to the section affected, and other sections of this Chapter shall continue in full force and effect.

Section 4: Effective Date: This Ordinance shall be in full force and effect upon final passage.

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Scott Decker, President
Board of City Commissioners

ATTEST

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Dustin Dassinger, City Administrator

First Reading: _____, 2025
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