



REGULAR MEETING OF THE CITY COMMISSION AGENDA

Tuesday, December 05, 2023 at 4:30 PM
City Hall – 38 1st Street West Dickinson, ND 58601

City Commissioners:

President: Scott Decker

Vice President: John Odermann

Jason Fridrich

Suzi Sobolik

Robert Baer

CALL TO ORDER

Resolution No: 35-2023

Ordinance No: 1790

ROLL CALL

OPENING CEREMONIES: PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS: CONSIDERATION FOR APPROVAL

2. CONSENT AGENDA

A. Approval of Meeting Minutes dated November 21, 2023 (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

C. Community Action Thank You Note (Enc.)

3. ADMINISTRATION / FINANCE

A. Chapter 4 Amendment - Legacy Square Fee (Enc.)

Presented by: Administrator Dassinger

Consideration to approve

B. Black Market Vape and Smoke Dickinson Inc. (Enc.)

Presented by: Administrator Dassinger

Consideration to approve

C. I-94 Speed Study Presentation (Enc.)

Presented by: Director Skluzacek

D. Report - IT Update (Enc.)

Presented by: IT Director Meyer

4. PUBLIC WORKS

A. Burns & McDonnell Agreement for Baler Building Expansion (Enc.)

Presented by: Deputy Public Works Director Praus

Consideration to approve

5. PUBLIC SAFETY - FIRE

A. Monthly Fire Department Report (Enc.)

Presented by: Chief Presnell

6. PUBLIC SAFETY - POLICE

7. COMMUNITY DEVELOPMENT

A. Readiness Center Rezone (Enc.)

Presented by: City Planner Galibert

Consideration to approve second reading of Ordinance No. 1788

B. Readiness Center FLUM (Enc.)

Presented by: City Planner Galibert

Consideration to approve second reading of Ordinance No. #1789

C. 2024 Watermain and Lead Service Line Replacement Project SID Creation (Enc.)

Presented by: Director Skluzacek

Consideration to approve

D. NDDOT Urban Maintenance Form (Enc.)

Presented by: Director Skluzacek

Consideration to approve

E. FHWA Urban Area Boundary Resolution (Enc.)

Presented by: Director Skluzacek

Consideration to approve Resolution

F. EBL NHU-5-094 (162) 907 - Bid Concurrence (Enc.)

Presented by: Director Skluzacek

Consideration to approve

8. PUBLIC HEARING AND PUBLIC COMMENTS NOT ON AGENDA – 5:00 PM

A. Public Comments not on Agenda

Presented by: President Decker

9. COMMISSION

10. ADJOURNMENT

Link for viewing Commission Meeting and Commission Packet:

<https://www.dickinsongov.com/meetings>

Teams Meeting:

Meeting ID: 272 261 236 830

Meeting Passcode: WRER8s

Teams Phone #: +1 701-506-0320

Phone Conference ID: 488 889 157#

Local Phone #: 701-456-7006

**Persons who desire to be heard under Section 8 "Public Comments not on Agenda"
may call in at (701) 456-7006 at 5:00 p.m.**

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

MOTION BY: Suzi Sobolik
 To approve the 2024 Liquor Licenses as presented at this time.

SECONDED BY: Robert Baer

DISPOSITION: Roll call vote...Aye 5, Nay 0, Absent 0
 Motion declared duly passed

D. Legacy Square Concession License Discussion

City Administrator Dustin Dassinger states in 2023 the auction for the Legacy Square Concession was a minimum bid of \$10,000 and 20% sales. He states with the current circumstances and the city would like to see local businesses succeed the city is suggesting a \$3,000 bid which reflects the cost of a Class A Liquor License and additionally decrease of percentage of gross sales down to 10%. Changing these requirements would encourage businesses to apply for this license. The city will maintain the wrist bands if the attendee wants to purchase alcohol to \$2. The city made approximately \$24,000 for the year 2023. Administrator Dassinger states there will be an informational meeting on November 28, 2023 at 4:00 p.m. at City Hall.

MOTION BY: Robert Baer
 To approve the 2024 Legacy Square bid at \$3,000 and 10% of sales.

SECONDED BY: Jason Fridrich

DISPOSITION: Roll call vote...Aye 5, Nay 0, Absent 0
 Motion declared duly passed

E. Monthly Financial Report

Deputy City Administrator Linda Carlson presents the monthly financial report. She states the treasures is around \$63 million with an interest rate of 3.30%. She states the 1% sales tax is slightly lower. The Hospitality and Occupancy tax is slightly higher. Oil impact is slightly lower. She reviews the general expenses and revenue along with the utility and enterprise accounts.

MOTION BY: Suzi Sobolik
 To approve the monthly Financial Report.

SECONDED BY: Jason Fridrich

DISPOSITION: Roll call vote...Aye 5, Nay 0, Absent 0
 Motion declared duly passed

F. Abatement Hearing – 1015-0100-0200 for 2021 and 2022

City Assessor Joe Hirschfeld presents an abatement for Grand Dakota Lodge for 2021 and 2022. The property address is 532 15th Street West. He states the economic revaluation for commercial properties did show this property to be \$4,751,000 in 2021 and \$4,733,400 in 2022. He states this property was transferred by sheriff's deed to American Bank Center for \$3,750,000 in 4/2021. It was then transferred to the applicant in 7/2021 for an undisclosed sum. The application is seeking a value of \$2,860,00 for both 2021 and 2022. He states the Grand Dakota Lodge is a very nice place and in addition has conference rooms and a restraint. The value probably should be higher than indicated. Assessor Hirschfeld states it is staff's recommendation that no change be made.

Mr. Michael Block, Consultant, states the property was purchased for \$2,860,000. He states it is difficult for hotels to get real estate value. The average sales are \$16,000 per room. This was purchased at an auction when the rooms were estimated to be an average of \$25,000. He is requesting a \$20,000 per room. He stated this property does have additional conference rooms and a restaurant. The comparable sales are coming in at \$13,00 per room.

Commissioner John Odermann feels this is fair request with the sale data they had used. They went up almost \$1.1 million of the sale price of \$2.8. Commissioner Odermann is asking for an idea of state wide market. He states the city is looking at a valuation of \$2 million dollars more than it was sold for in 2021. Commissioner Odermann is struggling with this idea. He has a hard time adding \$2 million additional dollars to this property.

DISPOSITION: Roll call vote...Aye 5, Nay 0, Absent 0
Motion declared duly passed

D. 2024 Road Maintenance SID District #202401-2

Assistant City Engineer Loretta Marshik presents the 2024 road maintenance report which would include Heart River School as noted in the October 17, 2023 meeting. Ms. Marshik states that a public hearing will be held and a 30-day protest period will start on 11/29/2023. There will be a public hearing on 12/13/2023 at 4:30-6:00 pm.

MOTION BY: Jason Fridrich
Adopt Resolution No. 34-2023.

SECONDED BY: Suzi Sobolik

RESOLUTION NO. 34-2023

A RESOLUTION CREATING THE 2024 ROAD MAINTENANCE SPECIAL IMPROVEMENT DISTRICT NO. 202401-2, DIRECTING THE FILING OF AN ENGINEER’S REPORT REGARDING THE SAME, AND DECLARING THAT IT IS NECESSARY TO MAKE THE IMPROVEMENTS DESCRIBED THEREIN.

DISPOSITION: Roll call vote...Aye 5, Nay 0, Absent 0
Motion declared duly passed

E. Transportation Master Plan and Comprehensive Plan Update

Engineering and Community Development Director Josh Skluzacek presents a three-way contract with NDDOT, KLJ and the City of Dickinson. This plan would update the transportation plan and comprehensive plan for the city. There is a grant through the Federal Highway of \$350,000. This would be an 80/20 split for the city and the local match would be \$231,000.

MOTION BY: Suzi Sobolik
To approve the Transportation Master Plan and Comprehensive Plan update with the NDDOT/City of Dickinson and KLJ.

SECONDED BY: Jason Fridrich

DISPOSITION: Roll call vote...Aye 5, Nay 0, Absent 0
Motion declared duly passed

F. 2024 Watermain and Lead Service Line Replacement project Pavement and Concrete Cost Breakdown Report

Engineering and Community Development Director Joshua Skluzacek presents a cost breakdown for 2024 watermain and lead service line replacement project pavement and concrete. This project will be part of the special improvement district with the project and also added the cost of the mill and overlay for those areas to include the concrete along with the street and area trenching. The total estimated cost for concrete to be included in the SID. This would include the SID costs, pedestrian ramps, etc. The total cost is \$731,000. The estimated mill and overlay would be \$292,000 for additional mill and overlay not associated with the trenched area. This is the preliminary data at 30% design. This did include specifically approximately 20% contingency and 1 ½” asphalt for the mill and overlay.

Commissioner Jason Fridrich states that it does make sense to find the money and complete the job while they are in that area. He states there is a lot of concrete work on this project.

Director Skluzacek states that there could be some concern if the bid prices were over the engineers estimate. The citizens will receive a quality project during the construction season of 2024.

MOTION BY: Jason Fridrich
SECONDED BY: Robert Baer

DISPOSITION: Roll call vote... Aye 5, Nay 0, Absent 0
Motion declared duly passed.

OFFICIAL MINUTES PREPARED BY:

Rita Binstock, Assistant to City Administrator

APPROVED BY:

Dustin Dassinger, City Administrator

Scott Decker, President
Board of City Commissioners

Date: December 5, 2023



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

Account ID
 Account Number
 Payment Due Date DEC 04, 2023
 Amount Due \$25,331.18
 Current Balance \$25,331.18

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

Amount Enclosed \$

CITY OF DICKINSON **00000000
 LINDA CARLSON
 38 1ST ST W
 DICKINSON ND 58601-510638

To ensure your payment is posted promptly,
 please submit all payments to:
 PO BOX 846451
 KANSAS CITY, MO 64184-6451

800000188386IIII 002533118002533118

Please detach and return with your payment

ACCOUNT MESSAGES

Visa Purchasing

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				
CITY OF DICKINSON			TOTAL CORPORATE ACTIVITY	
			\$68,962.08	
Post Date	Tran Date	Reference Number	Transaction Description	Amount
11-20	11-20		AUTO PAYMENT - THANK YOU!	\$68,962.08CR

FINANCE CHARGE SUMMARY				
	Average Daily Balance	Daily Periodic Rate	Corresponding Annual Percentage Rate	Periodic Finance Charge
PURCHASES	\$0.00	0.0000%	00.00%	\$0.00
CASH ADVANCES	\$0.00	0.0370%	13.40%	\$0.00

For Customer Service Call: 1-800-892-7104 Outside the U.S., Call: 1-402-691-7800	Account ID		Account Summary	
	Account Number		Previous Balance	\$68,962.08
			Purchases & Other Charges	\$25,511.90
	Statement Date	Payment Due Date	Cash Advances	\$0.00
Send Billing Inquiries To: COMMERCE BANK PO BOX 414084 KANSAS CITY MO 64141	NOV 27, 2023	DEC 04, 2023	Cash Advance Fees	\$0.00
	Credit Limit	Available Credit	Late Charges	\$0.00
	\$120,000.00	\$94,668.82	Finance Charges	\$0.00
	Amount Due	Disputed Amount	Credits	\$180.72
	\$25,331.18	\$0.00	Payments	\$68,962.08
		New Balance	\$25,331.18	

Statement Date	NOV 27, 2023	Account Number	
Credit Limit	\$120,000	Payment Due Date	DEC 04, 2023
Cash Advance Balance	\$0.00	Amount Due	\$25,331.18
Available Credit	\$94,668.82	New Balance	\$25,331.18
CITY OF DICKINSON			
Account ID			
8000-0018-8386			

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
DARNYL MALKOWSKI					
		\$981.33	\$0.00	\$0.00	\$981.33
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-14	11-13	24445003318400189203777	WM SUPERCENTER #1567 DICKINSON ND	153.88	
11-15	11-14	24269793318300677846260	BURLYS ROUGHRIDER BAR & SBELFIELD ND	319.29	
11-17	11-16	24323003320091997000498	THE WURST SHOP IN DICKIN DICKINSON ND	200.00	
11-17	11-16	24226383321360667308546	WAL-MART #1567 DICKINSON ND	8.88	
11-17	11-16	24332393321000011200193	JAVA JUNCTION DICKINSON ND	200.00	
11-22	11-21	24427333325730266349729	CASH WISE #3044 DICKINSON ND	99.28	

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
LEONARD SCHWINDT					
		\$459.98	\$0.00	\$0.00	\$459.98
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-17	11-16	24492163320000032084208	AIRTHINGS AMERICA INC. HTTPSAIRTHINGTX	459.98	

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
FIRE DEPARTMENT					
		\$62.60	\$0.00	\$0.00	\$62.60
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-20	11-18	2475542332283228126367	DONUT HOLE DICKINSON ND	23.93	
11-21	11-20	24164073324685144276918	CENEX RUD CORP09894304 NEW SALEM ND	38.67	

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
GARY ZUROFF					
		\$299.75	\$0.00	\$0.00	\$299.75
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-16	11-15	24269793320000984729623	JIMMY JOHNS - 2138 DICKINSON ND	299.75	

Statement Date	NOV 27, 2023	Account Number	
Credit Limit	\$120,000	Payment Due Date	DEC 04, 2023
Cash Advance Balance	\$0.00	Amount Due	\$25,331.18
Available Credit	\$94,668.82	New Balance	\$25,331.18

CITY OF DICKINSON

Account ID

8000-0018-8386

CARDHOLDER ACTIVITY

FIRE DEPARTMENT 2					PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
					\$957.67	\$0.00	\$0.00	\$957.67
Post Date	Tran Date	Reference Number	Transaction Description		Amount			
11-16	11-15	24137463320001401317729	USPS PO 3724000905 DICKINSON ND		11.65			
11-20	11-17	24270743321900018010836	WPSG, INC. 610-8578070 PA		946.02			

CARDHOLDER ACTIVITY

RITA BINSTOCK					PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
					\$50.06	\$0.00	\$0.00	\$50.06
Post Date	Tran Date	Reference Number	Transaction Description		Amount			
11-16	11-15	24906413319187176860923	ACCO Brands Direct 800-5655396 IL		50.06			

CARDHOLDER ACTIVITY

JADE PRAUS					PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
					\$1,118.39	\$0.00	\$0.00	\$1,118.39
Post Date	Tran Date	Reference Number	Transaction Description		Amount			
11-22	11-21	24055233325083233416143	WALMART.COM 800-966-6546 AR		230.46			
11-27	11-22	24789303328731201305489	FUN EXPRESS 800-2280122 NE		493.15			
11-27	11-22	24789303328731202492864	OTC BRANDS INC 800-2280475 NE		114.94			
11-24	11-23	24692163327101870948057	AMZN Mktp US*5R9QC0CV3 Amzn.com/billWA		279.84			

CARDHOLDER ACTIVITY

DEB KIRSCHENHEITER					PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
					\$97.64	\$0.00	\$0.00	\$97.64
Post Date	Tran Date	Reference Number	Transaction Description		Amount			
11-27	11-24	24445003329200209067708	WALMART.COM 8009666546 800-966-6546 AR		84.00			
11-27	11-25	24445003329200209067880	WALMART.COM 8009666546 800-966-6546 AR		13.64			

Statement Date	NOV 27, 2023	Account Number	
Credit Limit	\$120,000	Payment Due Date	DEC 04, 2023
Cash Advance Balance	\$0.00	Amount Due	\$25,331.18
Available Credit	\$94,668.82	New Balance	\$25,331.18
CITY OF DICKINSON Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY					
MICHAEL HANEL		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$2,345.40	\$0.00	\$0.00	\$2,345.40
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-14	11-13	24692163317104182165677	AMZN Mktp US*EC5PA0XU3 Amzn.com/billWA	994.45	
11-16	11-14	24721933319900010139043	APCO INTERNATIONAL INC 386-9442422 FL	972.00	
11-20	11-20	24492163324000006331151	PROBOARDS, INC. HTTPSPROBOARDCA	9.00	
11-21	11-20	24431063324083716493202	AMAZON.COM*UD7W37GH3 SEATTLE WA	369.95	

CARDHOLDER ACTIVITY					
TRAVIS HOLDING EAGLE		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$26.40	\$0.00	\$6.90	\$19.50
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-15	11-14	24226383319091006398443	WAL-MART #1567 DICKINSON ND	19.50	
11-15	11-14	74226383319091003457080	WAL-MART #1567 DICKINSON ND	6.90CR	
11-16	11-14	24455013319141002334366	WAL-MART #1567 DICKINSON ND	6.90	

CARDHOLDER ACTIVITY					
ANIMAL SHELTER		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$501.08	\$0.00	\$0.00	\$501.08
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-21	11-20	24692163324109865222647	CHEWY.COM 800-672-4399 FL	307.30	
11-24	11-22	24247603326300874019206	WEST DAKOTA VETERINARY DICKINSON ND	193.78	

CARDHOLDER ACTIVITY					
GREG BECK		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$222.72	\$0.00	\$0.00	\$222.72
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-17	11-16	24692163320106421477388	AMZN Mktp US*RC7188E73 Amzn.com/billWA	85.44	
11-21	11-20	24692163324109643231126	AMZN Mktp US*K01W76JB3 Amzn.com/billWA	34.08	
11-27	11-25	24692163329103881698703	AMZN Mktp US*UF6W678R3 Amzn.com/billWA	103.20	

Statement Date	NOV 27, 2023	Account Number	
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Cash Advance Balance	\$0.00	Amount Due	\$25,331.18
Available Credit	\$94,668.82	New Balance	\$25,331.18
CITY OF DICKINSON Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY					
PURCHASING DEPARTMENT		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$5,608.90	\$0.00	\$0.00	\$5,608.90
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-14	11-13	24692163317103879240801	AMZN Mktp US*3V2IE8QL3 Amzn.com/billWA	159.90	
11-14	11-13	24692163317103903458387	AMZN Mktp US*GD4QZ4SA3 Amzn.com/billWA	40.79	
11-14	11-13	24692163317104082472074	AMZN Mktp US*127K98FK3 Amzn.com/billWA	317.61	
11-14	11-14	24692163318104351782533	AMZN Mktp US*7D25B8M53 Amzn.com/billWA	331.45	
11-15	11-14	24108383318083731057380	SHOPLET.COM 800-757-3015 FL	132.37	
11-16	11-15	24692163319105389546799	AMZN Mktp US*NR5EN9TD3 Amzn.com/billWA	155.90	
11-17	11-16	24692163320106226810098	AMZN Mktp US*HP18K3UH3 Amzn.com/billWA	229.99	
11-17	11-16	24692163320106354427756	AMZN Mktp US*4037C9CB3 Amzn.com/billWA	13.44	
11-17	11-16	24431063320083718949817	AMAZON.COM*PD1K17473 SEATTLE WA	46.99	
11-17	11-16	24692163320106497749876	AMZN Mktp US*EO0D67L73 Amzn.com/billWA	75.99	
11-17	11-17	24692163321106520434719	AMZN Mktp US*Q63WV1SR3 Amzn.com/billWA	653.14	
11-20	11-17	24692163321107024107397	AMZN Mktp US*217VR9IF3 Amzn.com/billWA	1,793.42	
11-20	11-17	24692163321107030400315	AMZN Mktp US*AB8727IE3 Amzn.com/billWA	76.00	
11-20	11-17	24692163321107037375874	AMZN Mktp US*ZM8X891A3 Amzn.com/billWA	29.00	
11-20	11-17	24692163321107252773084	AMZN Mktp US*LM9F07LH3 Amzn.com/billWA	395.64	
11-20	11-17	24692163321107255371290	AMZN Mktp US*404N27WR3 Amzn.com/billWA	28.99	
11-20	11-17	24431063321083331542535	AMAZON.COM*8G5JA8FR3 SEATTLE WA	43.98	
11-20	11-17	24692163321107293071308	AMZN Mktp US*791TO3B43 Amzn.com/billWA	46.22	
11-20	11-18	24431063322083309308181	AMAZON.COM*8442U9DL3 SEATTLE WA	98.71	
11-21	11-20	24692163324109609986945	AMZN Mktp US*OF9AI43N3 Amzn.com/billWA	45.50	
11-22	11-21	24690293325017026702181	SHOPKEEP.COM 800-820-9814 NY	20.00	
11-24	11-22	24492153326852451220662	PAYPAL *ZORO.COM 402-935-7733 IL	610.80	
11-27	11-24	24692163328103157151560	AMZN Mktp US*AE17E2T43 Amzn.com/billWA	17.49	
11-27	11-24	24692163328103197071109	AMZN Mktp US*1P51L8I13 Amzn.com/billWA	97.97	
11-27	11-25	24692163329103867092418	Amazon.com*E823S1KF3 Amzn.com/billWA	147.61	

CARDHOLDER ACTIVITY					
LORETTA MARSHIK		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$1.00	\$0.00	\$0.00	\$1.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-16	11-15	24692163319105614617886	NDRIN *ND RECRDS COPY 701-364-1280 ND	1.00	

Statement Date	NOV 27, 2023	Account Number	
Credit Limit	\$120,000	Payment Due Date	DEC 04, 2023
Cash Advance Balance	\$0.00	Amount Due	\$25,331.18
Available Credit	\$94,668.82	New Balance	\$25,331.18
CITY OF DICKINSON Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY

DAVID WILKIE		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$26.75	\$0.00	\$0.00	\$26.75
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-16	11-15	24137463320001401329609	USPS KIOSK 3724009550 DICKINSON ND	26.75	

CARDHOLDER ACTIVITY

TRAVIS LEINTZ		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$353.40	\$0.00	\$0.00	\$353.40
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-24	11-22	24492153327027837673103	TLO TRANSUNION 561-988-4200 FL	353.40	

CARDHOLDER ACTIVITY

POLICE DEPARTMENT		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$536.25	\$0.00	\$0.00	\$536.25
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-22	11-21	24247603326600186610869	NIGHT RIDE LUXURIES 701-590-4298 ND	536.25	

CARDHOLDER ACTIVITY

RACHEL SHUMAKER		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$95.20	\$0.00	\$0.00	\$95.20
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-27	11-25	24692163329103288516227	AMZN Mktp US*FP4AD63Z3 Amzn.com/billWA	95.20	

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CARDHOLDER ACTIVITY					
JOEL WALTERS		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$3,046.66	\$0.00	\$13.83	\$3,032.83
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-17	11-15	24137463320100461358928	MENARDS DICKINSON ND DICKINSON ND	1,895.66	
11-20	11-15	74137463320100498010604	MENARDS DICKINSON ND DICKINSON ND	13.83CR	
11-17	11-17	24692163321106711818985	AMZN Mktp US*KG8M57NH3 Amzn.com/billWA	34.98	
11-22	11-21	24692163325100568588052	FACEBK *8REEUTPN22 fb.me/ads CA	13.87	
11-24	11-22	24275393326900018048020	DEKRA-LITE 800-4363627 CA	995.00	
11-27	11-26	24275393330900018348390	DEKRA-LITE 800-4363627 CA	107.15	

CARDHOLDER ACTIVITY					
DANIELLE KAPPEL		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$122.96	\$0.00	\$0.00	\$122.96
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-20	11-19	24692163323108623955390	AMZN Mktp US*MM1FA4TA3 Amzn.com/billWA	122.96	

CARDHOLDER ACTIVITY					
RACHEL WALDO		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$1,649.30	\$0.00	\$0.00	\$1,649.30
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-14	11-13	24445003318400189220359	WM SUPERCENTER #1567 DICKINSON ND	137.87	
11-15	11-14	24692163318104724472564	Amazon.com*337NG4ZS3 Amzn.com/billWA	135.00	
11-15	11-14	24692163318104747369631	AMZN Mktp US*X39BB8NE3 Amzn.com/billWA	90.52	
11-16	11-15	24692163319105318725423	AMZN Mktp US*3U0ZM9OX3 Amzn.com/billWA	34.53	
11-16	11-15	24692163319105343064376	Amazon.com*256G86PB3 Amzn.com/billWA	300.02	
11-16	11-16	24692163320105716081608	AMZN Mktp US*WC0ND2GQ3 Amzn.com/billWA	951.36	



Statement Date	NOV 27, 2023	Account Number	
Credit Limit	\$120,000	Payment Due Date	DEC 04, 2023
Cash Advance Balance	\$0.00	Amount Due	\$25,331.18
Available Credit	\$94,668.82	New Balance	\$25,331.18
CITY OF DICKINSON Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY					
AARON MEYER		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$6,393.28	\$0.00	\$159.99	\$6,233.29
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-17	11-16	24116413320083322711990	NEWEGG INC. 800-390-1119 CA	506.95	
11-20	11-16	24492153321852199801299	PAYPAL *CLEVERBRIDG 844-376-1734 IL	306.25	
11-20	11-17	24116413321083752186761	NEWEGG MARKETPLACE 800-390-1119 CA	165.66	
11-20	11-17	24116413321083748504994	NEWEGG MARKETPLACE 800-390-1119 CA	61.49	
11-20	11-19	24164073323105194654972	Staples Inc staples.com MA	107.46	
11-22	11-21	24116413326083311087794	NEWEGG INC. 800-390-1119 CA	584.92	
11-22	11-21	24116413326083738303071	NEWEGG INC. 800-390-1119 CA	159.99	
11-24	11-22	24692163326101556979096	AMZN Mktp US*QM3XH7QH3 Amzn.com/billWA	396.00	
11-24	11-22	24116413326083715110614	NEWEGG MARKETPLACE 800-390-1119 CA	57.49	
11-24	11-22	24164073326105268654012	Staples Inc staples.com MA	57.37	
11-24	11-23	24692163327101952096726	VZWRLSS*MW M5761-01 800-922-0204 FL	1,199.99	
11-24	11-23	74116413327083002881616	NEWEGG INC. CITY OF INDUSCA	159.99CR	
11-27	11-24	24692163328102732593924	AMZN Mktp US*9W65T5GY3 Amzn.com/billWA	1,799.00	
11-27	11-24	24692163328103002998330	AMZN Mktp US*IF3AQ3J13 Amzn.com/billWA	396.00	
11-27	11-26	24164073330105307067527	Staples Inc staples.com MA	271.82	
11-27	11-26	24164073330105323133758	Staples Inc staples.com MA	322.89	

CARDHOLDER ACTIVITY					
AMY SPANGLER		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$199.00	\$0.00	\$0.00	\$199.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-17	11-16	24906413320187278149594	BLN*TERMINALWORKS 407-5670096 MA	70.00	
11-17	11-16	24906413320187278303464	BLN*TERMINALWORKS 407-5670096 MA	129.00	

CARDHOLDER ACTIVITY					
JAYDA BORAH		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$356.18	\$0.00	\$0.00	\$356.18
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
11-27	11-25	24692163329103751072443	AMZN Mktp US*T02AO09B3 Amzn.com/billWA	351.29	
11-27	11-26	24692163330104654131812	FACEBK *JUUY3STX662 fb.me/ads CA	4.89	

Please Approve the following Manual Checks on 12-05-23

CK#125878	JUNGLE BUS
CK#125879	PHAT FISH BREWING
CK#125880	PRICIPAL
CK#126022	KARSKY ENTERTAINMENT
CB12042023	COMMERCE BANK CREDIT CARD
CK#126023	ENTERTAINMENT EXPLOSION
CK#126024	TROY KUNTZ

PAYROLL TRANSACTIONS FROM PAY DATE 11/03/2023

<u>GROSS WAGES</u>	\$	549,495.90
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<u>NET WAGES</u>	\$	383,423.34
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TAXES

FEDERAL	\$	43,392.52
FICA	\$	79,266.44
STATE	\$	5,333.30

PENSIONS

DEFINED BENEFIT - EE	\$	2,152.91
DC-A EE	\$	3,023.41
DC-A ER	\$	-
NDPERS EE	\$	26,795.05
NDPERS ER	\$	35,736.70

PAYROLL TRANSACTIONS FROM PAY DATE 11/17/2023

<u>GROSS WAGES</u>	\$	575,525.70
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<u>NET WAGES</u>	\$	400,627.63
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TAXES

FEDERAL	\$	46,875.15
FICA	\$	83,251.56
STATE		

PENSIONS

DEFINED BENEFIT - EE	\$	2,179.81
DC-A EE	\$	3,027.84
DC-A ER	\$	-
NDPERS EE	\$	27,319.38
NDPERS ER	\$	36,592.32

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson
 Payables Management

Section 2. Item B.

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: 11/29/2023

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/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
Payment No.							Amount					
	AR1730130	INV	11/22/2023	11/22/2023	\$3,286.46	CONTRACT		\$3,286.46				
							Due					
Voucher(s): 1		Aged Totals:						\$3,286.46	\$3,286.46	\$0.00	\$0.00	\$0.00

Vendor ID: 5115		Name: ALLSTATE PETERBILT OF DICKINSON					Class ID:		FED TAX CLAS:			
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
Payment No.							Amount					
	4604179915	INV	11/10/2023	11/10/2023	\$105.20	2 FILTERS		\$105.20				
	4604181910	INV	11/14/2023	11/14/2023	\$271.94	RETAINER, SPRINGS, WASHE		\$271.94				
	4603109980	INV	11/15/2023	11/15/2023	\$2,144.10	WORK DONE ON 2015 PETERI		\$2,144.10				
							Due					
Voucher(s): 3		Aged Totals:						\$2,521.24	\$2,521.24	\$0.00	\$0.00	\$0.00

Vendor ID: 4418		Name: ARAMARK UNIFORM & CAREER APPAREL GROU					Class ID:		FED TAX CLAS: C CORP			
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
Payment No.							Amount					
	2550242970	INV	11/8/2023	11/8/2023	\$157.39	MATS		\$157.39				
	2550242972	INV	11/8/2023	11/8/2023	\$141.83	MATS		\$141.83				
	2550245975	INV	11/15/2023	11/15/2023	\$106.01	MATS		\$106.01				
	2550245996	INV	11/15/2023	11/15/2023	\$118.22	UNIFORM CLEANING		\$118.22				
	2550245997	INV	11/15/2023	11/15/2023	\$190.90	MATS		\$190.90				
							Due					
Voucher(s): 5		Aged Totals:						\$714.35	\$714.35	\$0.00	\$0.00	\$0.00

Vendor ID: 37		Name: AT&T					Class ID:		FED TAX CLAS:			
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
Payment No.							Amount					
	0304912147001 11/23	INV	11/13/2023	11/13/2023	\$27.40	MONTHLY PHONE BILLING		\$27.40				
							Due					
Voucher(s): 1		Aged Totals:						\$27.40	\$27.40	\$0.00	\$0.00	\$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Vendor ID: 49		Name: BAKER & TAYLOR CO (GA)					Class ID:		FED TAX CLAS:		
Voucher/						Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2037911102	INV	10/31/2023	10/31/2023	\$38.38	DIP		\$38.38			
	2037922383	INV	11/6/2023	11/6/2023	\$49.30	DIP CH		\$49.30			
	2037922893	INV	11/6/2023	11/6/2023	\$908.09	DIP		\$908.09			
	2037922992	INV	11/6/2023	11/6/2023	\$1,011.66	DIP CH		\$1,011.66			
							Due				
Voucher(s): 4		Aged Totals:					\$2,007.43	\$2,007.43	\$0.00	\$0.00	\$0.00

Vendor ID: 6203		Name: BALCO UNIFORM - POLICE ACCOUNT					Class ID:		FED TAX CLAS:		
Voucher/						Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	77032-1	INV	11/14/2023	11/14/2023	\$513.50	SHIRTS, PANTS, AM FLAG EMI		\$513.50			
	77051-1	INV	11/14/2023	11/14/2023	\$417.25	SHIRTS, AM FLAG EMBLEMS		\$417.25			
	77273	INV	11/15/2023	11/15/2023	\$140.13	TRAIL UNIFORM		\$140.13			
	77110-1	INV	11/21/2023	11/21/2023	\$82.75	SHIRT, AM FLAG EMBLEMS		\$82.75			
	77140-1	INV	11/21/2023	11/21/2023	\$78.95	SHIRT, AM FLAG EMBLEMS		\$78.95			
	77110-2	INV	11/27/2023	11/27/2023	\$117.00	SHEILD BADGE W/EAGLE		\$117.00			
	77140-2	INV	11/27/2023	11/27/2023	\$117.00	SHIELD BADGES W/EAGLE		\$117.00			
							Due				
Voucher(s): 7		Aged Totals:					\$1,466.58	\$1,466.58	\$0.00	\$0.00	\$0.00

Vendor ID: 6096		Name: BARTLETT & WEST, INC					Class ID:		FED TAX CLAS: S CORP		
Voucher/						Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	00730094294	INV	11/20/2023	11/20/2023	\$2,950.00	PROFESSIONAL SERVICES		\$2,950.00			
							Due				
Voucher(s): 1		Aged Totals:					\$2,950.00	\$2,950.00	\$0.00	\$0.00	\$0.00

Vendor ID: 4670		Name: BEK CONSULTING					Class ID: 1099		FED TAX CLAS: LLC		
Voucher/						Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	202302 5 FINAL	INV	11/3/2023	11/3/2023	\$166,588.34	202302 2023 WATERMAIN REF		\$166,588.34			
	201601 3	INV	11/20/2023	11/20/2023	\$649,484.55	201601 NORTH INDUSTRIES U		\$649,484.55			
							Due				
Voucher(s): 2		Aged Totals:					\$816,072.89	\$816,072.89	\$0.00	\$0.00	\$0.00

Vendor ID: 773		Name: BERGER ELECTRIC INC					Class ID:		FED TAX CLAS:		
Voucher/						Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	86221	INV	11/10/2023	11/10/2023	\$363.62	TROUBLESHOOT & REPAIR S		\$363.62			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

86256 INV 11/17/2023 11/17/2023 \$585.75 MISC BULBS \$585.75

Voucher(s): 2		Due			
	Aged Totals:	\$949.37	\$949.37	\$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
	18811	INV	11/17/2023	11/17/2023	\$250.00	ND FLEET SURVEY		\$250.00			

Voucher(s): 1		Due			
	Aged Totals:	\$250.00	\$250.00	\$0.00	\$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
	34696	INV	11/22/2023	11/22/2023	\$29.85	3 5 GAL SPRING WATERS		\$29.85			

Voucher(s): 1		Due			
	Aged Totals:	\$29.85	\$29.85	\$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
	15783	INV	11/15/2023	11/15/2023	\$14.00	ENDT ADD 30' PRE LIT CHRIS		\$14.00			

Voucher(s): 1		Due			
	Aged Totals:	\$14.00	\$14.00	\$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
	09CS0031432	CRM	11/14/2023		(\$177.04)	RETURN HOSE, COUPLINGS		(\$177.04)			
	09PS0349367	INV	11/14/2023	11/14/2023	\$177.04	HOSE, COUPLING, PARTS		\$177.04			
	09PS0349643	INV	11/18/2023	11/18/2023	\$90.69	ADAPTER, SEALS		\$90.69			

Voucher(s): 3		Due			
	Aged Totals:	\$90.69	\$90.69	\$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
	2781-408254	CRM	11/17/2023		(\$15.99)	RETURN RESELLABLE PARTS		(\$15.99)			
	2781-407834	INV	11/8/2023	11/8/2023	\$67.77	22 ONYX		\$67.77			
	2781-408082	INV	11/14/2023	11/14/2023	\$15.99	LICENSE PLATE LIGHT BRACK		\$15.99			
	2781-408197	INV	11/16/2023	11/16/2023	\$336.58	MISC BATTERIES, CORE RETI		\$336.58			
	2781-408265	INV	11/17/2023	11/17/2023	\$53.07	HEADLIGHT-HALOGEN (3)		\$53.07			

Voucher(s): 5		Due			
	Aged Totals:	\$457.42	\$457.42	\$0.00	\$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

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
	82966153	INV	11/9/2023	11/9/2023	\$100.46	BC		\$100.46			
	82966671	INV	11/9/2023	11/9/2023	\$47.98	BC		\$47.98			
	82967195	INV	11/9/2023	11/9/2023	\$83.97	BC		\$83.97			
	82980153	INV	11/14/2023	11/14/2023	\$78.72	DIP		\$78.72			
							Due				
Voucher(s): 4		Aged Totals:					\$311.13	\$311.13	\$0.00	\$0.00	\$0.00
Vendor ID: 4477		Name: CERTIFIED POWER 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
	85151892	INV	11/15/2023	11/15/2023	\$10.05	FITT 2700 LN , BULKHEAD		\$10.05			
							Due				
Voucher(s): 1		Aged Totals:					\$10.05	\$10.05	\$0.00	\$0.00	\$0.00
Vendor ID: 5223		Name: CHI ST. JOSEPH'S HEALTH					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
	JD0014400253	INV	11/5/2023	11/5/2023	\$160.00	LEGAL BLOOD DRAW		\$160.00			
							Due				
Voucher(s): 1		Aged Totals:					\$160.00	\$160.00	\$0.00	\$0.00	\$0.00
Vendor ID: 4683		Name: COLDSRING					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
	213445	INV	11/10/2023	11/10/2023	\$335.00	NS-3 ROSE NICHE FRONT		\$335.00			
	1239177	INV	11/13/2023	11/13/2023	\$335.00	NS-1 ROSE NICHE FRONT		\$335.00			
							Due				
Voucher(s): 2		Aged Totals:					\$670.00	\$670.00	\$0.00	\$0.00	\$0.00
Vendor ID: 6071		Name: CUSTOM EARTH PROMOS, 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
	56087	INV	10/6/2023	10/6/2023	\$5,755.50	MISC SUPPLIES FOR RECYCL		\$5,755.50			
							Due				
Voucher(s): 1		Aged Totals:					\$5,755.50	\$0.00	\$5,755.50	\$0.00	\$0.00
Vendor ID: 9705		Name: DAKOTA OUTDOOR ADVERTISING					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
	25574	INV	11/27/2023	11/27/2023	\$396.00	ADVERTISING		\$396.00			
							Due				
Voucher(s): 1		Aged Totals:					\$396.00	\$396.00	\$0.00	\$0.00	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Vendor ID: 2506		Name: DANS BODY SHOP					Class ID: 1099		FED TAX CLAS: SOLE PR		
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
	112923	INV	11/29/2023	11/29/2023	\$5,532.81	WORK DONE ON TASK FORD		\$5,532.81			
							Due				
Voucher(s): 1		Aged Totals:					\$5,532.81	\$5,532.81	\$0.00	\$0.00	\$0.00
Vendor ID: 6107		Name: DEM-CON COMPANIES, 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
	7224	INV	10/31/2023	10/31/2023	\$364.10	RESIDENTIAL TRANSFERS		\$364.10			
							Due				
Voucher(s): 1		Aged Totals:					\$364.10	\$364.10	\$0.00	\$0.00	\$0.00
Vendor ID: 161		Name: DEMCO 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
	7398827	INV	11/15/2023	11/15/2023	\$19.95	5 BOOKS FOR LIBRARY		\$19.95			
							Due				
Voucher(s): 1		Aged Totals:					\$19.95	\$19.95	\$0.00	\$0.00	\$0.00
Vendor ID: 6298		Name: DIAMOND H RENTALS					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
	2036	INV	11/30/2023	11/30/2023	\$4,320.00	HIGHWAY SIGN #2 12/23-12/26		\$4,320.00			
							Due				
Voucher(s): 1		Aged Totals:					\$4,320.00	\$4,320.00	\$0.00	\$0.00	\$0.00
Vendor ID: 131		Name: DICKINSON CONVENTION BUREAU					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
	OCCUPANCY TAX 11:	INV	11/27/2023	11/27/2023	\$68,924.84	OCCUPANCY TAX 112723		\$68,924.84			
							Due				
Voucher(s): 1		Aged Totals:					\$68,924.84	\$68,924.84	\$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
	12212022	INV	11/21/2023	11/21/2023	\$440.00	NOV 20TH WITHHOLDINGS		\$440.00			
							Due				
Voucher(s): 1		Aged Totals:					\$440.00	\$440.00	\$0.00	\$0.00	\$0.00
Vendor ID: 175		Name: DICKINSON PARKS & REC					Class ID:		FED TAX CLAS: GOVERNMENT NON PROFIT		
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
	STATE AID DIS 11272	INV	11/27/2023	11/27/2023	\$35,625.85	STATE AID DISTRIBUTION 112		\$35,625.85			
							Due				
Voucher(s): 1		Aged Totals:					\$35,625.85	\$35,625.85	\$0.00	\$0.00	\$0.00

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Vendor ID: 203		Name: EAST END AUTO (POLICE)					Class ID:		FED TAX CLAS:			
Voucher/						Writeoff						
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	17364	INV	10/31/2023	10/31/2023	\$50.00	TOWING BLACK CAR TRAILER		\$50.00				
	17365	INV	10/31/2023	10/31/2023	\$50.00	TOWING 2010 CHRYSLER SEE		\$50.00				
	17366	INV	10/31/2023	10/31/2023	\$50.00	TOWING 2005 PONTIAC GRAN		\$50.00				
	17367	INV	10/31/2023	10/31/2023	\$50.00	TOWING GLASTRON BOAT/TF		\$50.00				
	17368	INV	10/31/2023	10/31/2023	\$50.00	TOWING 2017 FORD ESCAPE		\$50.00				
	17369	INV	10/31/2023	10/31/2023	\$50.00	TOWING 2008 HONDA		\$50.00				
	17370	INV	10/31/2023	10/31/2023	\$50.00	TOWING 2016 CHEV SILVERAI		\$50.00				
							Due					
Voucher(s): 7		Aged Totals:						\$350.00	\$350.00	\$0.00	\$0.00	\$0.00

Vendor ID: 6501		Name: EBELHAR ROBERT					Class ID:		FED TAX CLAS: EMPLOYEE			
Voucher/						Writeoff						
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	RE 111523	INV	11/15/2023	11/15/2023	\$46.25	EMPLOYEE EXP-ROBERT EBE		\$46.25				
							Due					
Voucher(s): 1		Aged Totals:						\$46.25	\$46.25	\$0.00	\$0.00	\$0.00

Vendor ID: 3567		Name: EGGERS ELECTRIC MOTOR CO					Class ID:		FED TAX CLAS:			
Voucher/						Writeoff						
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	221812	INV	10/17/2023	10/17/2023	\$1,066.12	EM3 157T-G BALDOR, 2 HP, FF			\$1,066.12			
							Due					
Voucher(s): 1		Aged Totals:						\$1,066.12	\$0.00	\$1,066.12	\$0.00	\$0.00

Vendor ID: 1039		Name: ELDER CARE					Class ID:		FED TAX CLAS:			
Voucher/						Writeoff						
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	5946	INV	10/31/2023	10/31/2023	\$849.37	MONTHLY BILLINGS		\$849.37				
							Due					
Voucher(s): 1		Aged Totals:						\$849.37	\$849.37	\$0.00	\$0.00	\$0.00

Vendor ID: 2758		Name: ELECTRONIC COMMUNICATIONS INC					Class ID:		FED TAX CLAS:			
Voucher/						Writeoff						
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	96091	INV	11/10/2023	11/10/2023	\$17,523.00	INSTALL MOTORAOLA 2 WY R		\$17,523.00				
							Due					
Voucher(s): 1		Aged Totals:						\$17,523.00	\$17,523.00	\$0.00	\$0.00	\$0.00

Vendor ID: 5451		Name: ETSYSTEMS, INC					Class ID:		FED TAX CLAS:		
Voucher/						Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	33154	INV	10/23/2023	10/23/2023	\$70.50	IN OFFICE PROGRAMMING			\$70.50		

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							Due					
Voucher(s): 1							Aged Totals:	\$70.50	\$0.00	\$70.50	\$0.00	\$0.00
Vendor ID: 1567		Name: FASTENAL COMPANY				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	
	NDDIC191086A	INV	1/1/2023	1/1/2023	\$18.45	5/8-11 FLNG LK REG Z					\$18.45	
	NDDIC196290	INV	11/2/2023	11/2/2023	\$42.75	SHOP SUPPLIES		\$42.75				
							Due					
Voucher(s): 2							Aged Totals:	\$61.20	\$42.75	\$0.00	\$0.00	\$18.45
Vendor ID: 9786		Name: FATH THOMAS				Class ID: 1099		FED TAX CLAS: FINANCE COMMITTEE				
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	
	FINANCE COMM 11/2	INV	11/17/2023	11/17/2023	\$100.00	10131 FINANCE COMMITTEE		\$100.00				
							Due					
Voucher(s): 1							Aged Totals:	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00
Vendor ID: 221		Name: FEDERAL EXPRESS				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	
	8-311-90268	INV	11/8/2023	11/8/2023	\$102.25	SHIPPING OF PACKAGES		\$102.25				
	8-325-27036	INV	11/22/2023	11/22/2023	\$69.69	SHIPPING OF PACKAGE		\$69.69				
							Due					
Voucher(s): 2							Aged Totals:	\$171.94	\$171.94	\$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	
	9664	INV	11/20/2023	11/20/2023	\$1,015.00	NOV-FEE RMS, LICENSE		\$1,015.00				
	9712	INV	11/20/2023	11/20/2023	\$435.03	NOV-MONTHLY DATA W/VERI		\$435.03				
							Due					
Voucher(s): 2							Aged Totals:	\$1,450.03	\$1,450.03	\$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 103123	INV	10/31/2023	10/31/2023	\$350.00	ADVERTISING -LIBRARY		\$350.00				
	276947-1	INV	11/14/2023	11/14/2023	\$516.80	REG CITY COMM MEETING 11.		\$516.80				
							Due					
Voucher(s): 2							Aged Totals:	\$866.80	\$866.80	\$0.00	\$0.00	\$0.00
Vendor ID: 4893		Name: FOUR SEASONS NURSERY 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	
	6523	INV	11/15/2023	11/15/2023	\$10,064.00	MISC TREES FOR FORESTRY		\$10,064.00				

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							Due					
Voucher(s): 1							Aged Totals:	\$10,064.00	\$10,064.00	\$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	
	19150	INV	11/9/2023	11/9/2023	\$106.37	ROD ASSY		\$106.37				
Voucher(s): 1							Aged Totals:	\$106.37	\$106.37	\$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	
	10994920	INV	11/14/2023	11/14/2023	\$1,284.44	GEAR CASE, BUSHINGS		\$1,284.44				
Voucher(s): 1							Aged Totals:	\$1,284.44	\$1,284.44	\$0.00	\$0.00	\$0.00
Vendor ID: 4966		Name: GT ARCHITECTURE				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	
	351019-8	INV	11/17/2023	11/17/2023	\$4,000.00	201917 MAUSOLEIM MASTERF		\$4,000.00				
	080523-1	INV	11/27/2023	11/27/2023	\$14,800.00	MASTERPLAN-MUSEUM EXPA		\$14,800.00				
Voucher(s): 2							Aged Totals:	\$18,800.00	\$18,800.00	\$0.00	\$0.00	\$0.00
Vendor ID: 258		Name: HACH COMPANY				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	
	13804569	INV	11/2/2023	11/2/2023	\$589.72	CHEMICALS		\$589.72				
	13809483	INV	11/10/2023	11/10/2023	\$53.95	CHEMICALS		\$53.95				
Voucher(s): 2							Aged Totals:	\$643.67	\$643.67	\$0.00	\$0.00	\$0.00
Vendor ID: 686		Name: HARRIS WASTE MGT GROUP/CORDELE				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	
	1051967	INV	11/14/2023	11/14/2023	\$213.11	ELEMENT, FILTER 5 MICRON		\$213.11				
Voucher(s): 1							Aged Totals:	\$213.11	\$213.11	\$0.00	\$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	
	11-8600	INV	11/24/2023	11/24/2023	\$140.00	ADVERTISING FOR LIBRARY		\$140.00				
Voucher(s): 1							Aged Totals:	\$140.00	\$140.00	\$0.00	\$0.00	\$0.00

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Vendor ID: 5788		Name: INNOVATIVE OFFICE SOLUTIONS LLC					Class ID: 1099		FED TAX CLAS: LLC-P			
Voucher/							Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	4383334	INV	11/15/2023	11/15/2023	\$17.82	PAD, ERASER, ORIG, 6 PK		\$17.82				
							Due					
Voucher(s): 1							Aged Totals:	\$17.82	\$17.82	\$0.00	\$0.00	\$0.00
Vendor ID: 293		Name: JEROMES DISTRIBUTING INC					Class ID:		FED TAX CLAS:			
Voucher/							Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	2042083	INV	11/22/2023	11/22/2023	\$39.60	6 KANDIYOHI DRINKING WATE		\$39.60				
							Due					
Voucher(s): 1							Aged Totals:	\$39.60	\$39.60	\$0.00	\$0.00	\$0.00
Vendor ID: 3112		Name: JUST-IN GLASS					Class ID:		FED TAX CLAS:			
Voucher/							Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	19080	INV	11/14/2023	11/14/2023	\$50.00	WINDSHIELD REPAIR		\$50.00				
							Due					
Voucher(s): 1							Aged Totals:	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00
Vendor ID: 301		Name: KLJ ENGINEERING LLC					Class ID:		FED TAX CLAS: S CORP			
Voucher/							Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	10199545	INV	11/22/2023	11/22/2023	\$2,684.09	202227 DICKINSON SOUTH CE		\$2,684.09				
	10199546	INV	11/22/2023	11/22/2023	\$2,553.58	202201 2022 MILL & OVERLAY		\$2,553.58				
	10199547	INV	11/22/2023	11/22/2023	\$2,332.25	202203 LEGACY SQUARE PAR		\$2,332.25				
	10199548	INV	11/22/2023	11/22/2023	\$7,508.77	202301 2023 ROAD MAINTENA		\$7,508.77				
	10199550	INV	11/22/2023	11/22/2023	\$29,097.00	202401 2024 ROAD MAINTENA		\$29,097.00				
							Due					
Voucher(s): 5							Aged Totals:	\$44,175.69	\$44,175.69	\$0.00	\$0.00	\$0.00
Vendor ID: 321		Name: KOLLING & KOLLING INC					Class ID: 1099		FED TAX CLAS:			
Voucher/							Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	201917 17	INV	11/17/2023	11/17/2023	\$8,835.00	201917 MAUSOLEUM ADDITIO		\$8,835.00				
							Due					
Voucher(s): 1							Aged Totals:	\$8,835.00	\$8,835.00	\$0.00	\$0.00	\$0.00
Vendor ID: 4596		Name: LENCO ARMORED VEHICLES					Class ID:		FED TAX CLAS:			
Voucher/							Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	20566	INV	11/20/2023	11/20/2023	\$265.46	O-RINGS FOR BEARCAT TIRE!		\$265.46				
							Due					
Voucher(s): 1							Aged Totals:	\$265.46	\$265.46	\$0.00	\$0.00	\$0.00

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Vendor ID: 9510		Name: LINDE GAS & EQUIPMENT INC					Class ID:		FED TAX CLAS: C CORP			
Voucher/						Writeoff						
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	39403593	INV	11/14/2023	11/14/2023	\$106.01	OXYGEN Q, ACETYLENE #2		\$106.01				
							Due					
Voucher(s): 1							Aged Totals:	\$106.01	\$106.01	\$0.00	\$0.00	\$0.00

Vendor ID: 1218		Name: LOGO MAGIC INC					Class ID:		FED TAX CLAS:			
Voucher/						Writeoff						
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	137530	INV	11/2/2023	11/2/2023	\$135.00	CLOTHING ORDERED-DAIEL T		\$135.00				
	137533	INV	11/2/2023	11/2/2023	\$275.00	CLOTHING ORDERED-TIM OD		\$275.00				
	137574	INV	11/6/2023	11/6/2023	\$1,776.00	MISC CLOTHING FOR DIFF DE		\$1,776.00				
	137608	INV	11/6/2023	11/6/2023	\$25.00	BEANIE ORDERED-TIM ODGA		\$25.00				
	137722	INV	11/8/2023	11/8/2023	\$27.00	STAMP, INVOICE CODING STA		\$27.00				
	137835	INV	11/13/2023	11/13/2023	\$150.00	SHIRTS ORDERED-KAILIE RYA		\$150.00				
	137976	INV	11/16/2023	11/16/2023	\$280.00	CLOTHING ORDERED-A PRAU		\$280.00				
	138017	INV	11/16/2023	11/16/2023	\$50.00	PANTS ORDERED-D MCGAHU		\$50.00				
	138224	INV	11/28/2023	11/28/2023	\$40.00	1 LONGSLEEVE HEATED ALL I		\$40.00				
							Due					
Voucher(s): 9							Aged Totals:	\$2,758.00	\$2,758.00	\$0.00	\$0.00	\$0.00

Vendor ID: 5827		Name: LUCKY'S XPRESS					Class ID: 1099		FED TAX CLAS: LLC AS PARTNERSHIP			
Voucher/						Writeoff						
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	1016295	INV	11/21/2023	11/21/2023	\$50.00	CAR WASHES FOR POLICE DI		\$50.00				
							Due					
Voucher(s): 1							Aged Totals:	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00

Vendor ID: 5832		Name: MATTHEW BENDER & CO INC.					Class ID:		FED TAX CLAS: C CORP			
Voucher/						Writeoff						
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	38346702	INV	9/15/2023	9/15/2023	\$30.94	ND CENTURY CODE SUPP				\$30.94		
	39224163	INV	11/13/2023	11/13/2023	\$81.60	ND CENTURY CODE		\$81.60				
							Due					
Voucher(s): 2							Aged Totals:	\$112.54	\$81.60	\$0.00	\$30.94	\$0.00

Vendor ID: 6181		Name: MDS TECHNOLOGIES, INC					Class ID:		FED TAX CLAS: C CORP		
Voucher/						Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	23708	INV	11/16/2023	11/16/2023	\$15,000.00	202318 PAVEMENT MGMT STL		\$15,000.00			

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Voucher(s): 1	Aged Totals:	Due			
		\$15,000.00	\$15,000.00	\$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
	38358	INV	11/7/2023	11/7/2023	\$7.44	TC MOUSE BAIT STATION 8 C		\$7.44			
	38380	INV	11/7/2023	11/7/2023	\$150.35	3 TOTES, FILTER, IAMS PET FI		\$150.35			
	38448	INV	11/8/2023	11/8/2023	\$19.89	TEC WALL BASE ADHESIVE, E		\$19.89			
	38662	INV	11/13/2023	11/13/2023	\$150.67	1'X10' SCH 40 PVC PIPE, 1"PV		\$150.67			
	38716	INV	11/14/2023	11/14/2023	\$93.96	MARIANNA 2H HIARC, PWR ST		\$93.96			
	38723	INV	11/14/2023	11/14/2023	\$94.80	10 27 GAL TOTES		\$94.80			
	38763	INV	11/15/2023	11/15/2023	\$157.27	FIP BALL VALVES, TAPE, GAL'		\$157.27			
	38820	INV	11/15/2023	11/15/2023	\$7.47	3/4" X 4" GALV NIPPLES		\$7.47			
	38848	INV	11/16/2023	11/16/2023	\$71.38	PEX BLUE COIL, BALL VALVES		\$71.38			
	39046	INV	11/20/2023	11/20/2023	\$26.95	9 OUT WKSHP 3' STRP 5'		\$26.95			
	39396	INV	11/27/2023	11/27/2023	\$9.23	7 GAL WASTE BASKET, KLEEF		\$9.23			
	39472	INV	11/28/2023	11/28/2023	\$9.99	70 CT LED CB MULTI		\$9.99			

Voucher(s): 12	Aged Totals:	Due			
		\$799.40	\$799.40	\$0.00	\$0.00

Vendor ID: 6223 **Name:** MESSERLI & KRAMER P.A. **Class ID:** **FED TAX CLAS:** PAYROLL GARNISHMENT

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
	PAYROLL GARNISH 1	INV	11/2/2023	11/2/2023	\$371.39	PAYROLL GARNISHMENT		\$371.39			

Voucher(s): 1	Aged Totals:	Due			
		\$371.39	\$371.39	\$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
	93802	INV	11/8/2023	11/8/2023	\$32.95	ANTENNA		\$32.95			

Voucher(s): 1	Aged Totals:	Due			
		\$32.95	\$32.95	\$0.00	\$0.00

Vendor ID: 5645 **Name:** MIDWEST LABORATORIES, 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
	1157456	INV	11/2/2023	11/2/2023	\$65.00	CHEMICAL		\$65.00			

Voucher(s): 1	Aged Totals:	Due			
		\$65.00	\$65.00	\$0.00	\$0.00

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Vendor ID: 1732		Name: MIDWEST TAPE					Class ID:		FED TAX CLAS:			
Voucher/						Writeoff						
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	504618870	INV	11/10/2023	11/10/2023	\$184.44	DIP AV		\$184.44				
	504618872	INV	11/10/2023	11/10/2023	\$98.93	DIP CH AV		\$98.93				
	504618873	INV	11/10/2023	11/10/2023	\$119.21	BC AV		\$119.21				
							Due					
Voucher(s): 3		Aged Totals:						\$402.58	\$402.58	\$0.00	\$0.00	\$0.00

Vendor ID: 984		Name: MINNESOTA VALLEY TESTING LAB INC					Class ID:		FED TAX CLAS:			
Voucher/						Writeoff						
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	1224051	INV	10/30/2023	10/30/2023	\$279.29	CHEMICALS		\$279.29				
	1225488	INV	11/7/2023	11/7/2023	\$138.71	CHEMICALS		\$138.71				
	1225834	INV	11/8/2023	11/8/2023	\$279.29	CHEMICALS		\$279.29				
	1225836	INV	11/8/2023	11/8/2023	\$46.20	CHEMICALS		\$46.20				
	1225841	INV	11/8/2023	11/8/2023	\$138.71	CHEMICALS		\$138.71				
	1226077	INV	11/9/2023	11/9/2023	\$138.71	CHEMICALS		\$138.71				
	1226079	INV	11/9/2023	11/9/2023	\$279.29	CHEMICALS		\$279.29				
	1226085	INV	11/9/2023	11/9/2023	\$138.71	CHEMICALS		\$138.71				
	1226967	INV	11/15/2023	11/15/2023	\$46.20	CHEMICALS		\$46.20				
	1226969	INV	11/15/2023	11/15/2023	\$138.71	CHEMICALS		\$138.71				
	1226976	INV	11/15/2023	11/15/2023	\$279.29	CHEMICALS		\$279.29				
	1227159	INV	11/16/2023	11/16/2023	\$1,038.62	CHEMICALS		\$1,038.62				
	1227592	INV	11/20/2023	11/20/2023	\$192.17	CHEMICALS		\$192.17				
							Due					
Voucher(s): 13		Aged Totals:						\$3,133.90	\$3,133.90	\$0.00	\$0.00	\$0.00

Vendor ID: 380		Name: MONTANA-DAKOTA UTILITY					Class ID:		FED TAX CLAS:		
Voucher/						Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	578 063 0720 3	INV	10/30/2023	10/30/2023	\$5.66	222 2ND ST W		\$5.66			
	236 829 4289 3	INV	11/1/2023	11/1/2023	\$37.31	1150 STATE AVE STREET LIGI		\$37.31			
	411 633 3532 0	INV	11/1/2023	11/1/2023	\$42.48	1340 1/2 W VILLARD ST		\$42.48			
	115 654 8615 3	INV	11/3/2023	11/3/2023	\$274.40	1685 1/2 W 19TH ST		\$274.40			
	192 439 3720 8	INV	11/3/2023	11/3/2023	\$61.16	1791 21ST ST E		\$61.16			

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824 718 6909 7	INV	11/3/2023	11/3/2023	\$104.23	676 12TH ST W	\$104.23
84998110898 110323	INV	11/3/2023	11/3/2023	\$12.01	1851 15TH ST W STREET LIGHT	\$12.01
00652210006 110723	INV	11/7/2023	11/7/2023	\$121.88	620 W BROADWAY	\$121.88
080 727 4399 3	INV	11/7/2023	11/7/2023	\$87.82	481 1/2 RIVER DR	\$87.82
163 633 4305 0	INV	11/7/2023	11/7/2023	\$206.34	500 EAST BROADWAY (GEN)	\$206.34
365 814 2853 3	INV	11/7/2023	11/7/2023	\$193.92	11470 HIGHWAY 10	\$193.92
582 795 8573 9	INV	11/7/2023	11/7/2023	\$41.29	103 SE 3RD ST (GEN)	\$41.29
63519672388	INV	11/7/2023	11/7/2023	\$41.65	W BROADWAY #7 (GEN)	\$41.65
87599896864	INV	11/7/2023	11/7/2023	\$160.56	625 W BROADWAY (GEN)	\$160.56
946 088 8119 2	INV	11/7/2023	11/7/2023	\$826.30	811 W BROADWAY BLG B WALKWAY	\$826.30
528 381 4575 4	INV	11/8/2023	11/8/2023	\$214.41	615 W BROADWAY (GEN)	\$214.41
024 722 1000 0	INV	11/9/2023	11/9/2023	\$201.33	901 LIVESTOCK LN	\$201.33
634 715 6883 0 09/19	INV	11/9/2023	11/9/2023	\$90.04	366 1/2 SE 8TH ST	\$90.04
131 032 1000 4	INV	11/14/2023	11/14/2023	\$139.80	601 E 4TH AV	\$139.80
190 502 4626 3	INV	11/14/2023	11/14/2023	\$1,680.74	3411 PUBLIC WORKS BLVD	\$1,680.74
310 672 9512 6	INV	11/14/2023	11/14/2023	\$135.76	801 1/2 E VILLARD ST	\$135.76
325 323 1000 3	INV	11/14/2023	11/14/2023	\$1,981.82	3389 ENERGY CENTER DR	\$1,981.82
325 323 1000 3	INV	11/14/2023	11/14/2023	\$1,981.82	3389 ENERGY CENTER DR	\$1,981.82
355 032 1000 3	INV	11/14/2023	11/14/2023	\$925.79	450 10TH AVE E 3 UND WATEI	\$925.79
369 922 1000 9	INV	11/14/2023	11/14/2023	\$336.55	E 8TH AVE EAST	\$336.55
369 922 1000 9	INV	11/14/2023	11/14/2023	\$336.55	E 8TH AVE EAST	\$336.55
421 922 1000 5	INV	11/14/2023	11/14/2023	\$40.65	E VILLARD ST CROSSWALK LIGHT	\$40.65
421 922 1000 5	INV	11/14/2023	11/14/2023	\$40.65	E VILLARD ST CROSSWALK LIGHT	\$40.65
482 775 9172 2	INV	11/14/2023	11/14/2023	\$175.25	3405 PUBLIC WORKS BLVD	\$175.25
482 775 9172 2	INV	11/14/2023	11/14/2023	\$175.25	3405 PUBLIC WORKS BLVD	\$175.25
497 240 6791 0	INV	11/14/2023	11/14/2023	\$6.76	22 1/2 E 3RD ST	\$6.76
513 939 3150 9	INV	11/14/2023	11/14/2023	\$89.47	11 1/2 4TH AVE E	\$89.47
516 822 1000 3	INV	11/14/2023	11/14/2023	\$1,189.27	25 2ND AVE W	\$1,189.27
516 822 1000 3	INV	11/14/2023	11/14/2023	\$1,189.27	25 2ND AVE W	\$1,189.27

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582 020 9108 6	INV	11/14/2023	11/14/2023	\$144.46	104 1/2 W VILLARD ST	\$144.46
677 822 1000 8	INV	11/14/2023	11/14/2023	\$75.37	SIMS ST DOWNTOWN PARK	\$75.37
677 822 1000 8	INV	11/14/2023	11/14/2023	\$75.37	SIMS ST DOWNTOWN PARK	\$75.37
829 968 3952 6	INV	11/14/2023	11/14/2023	\$2,857.60	38 1ST ST W	\$2,857.60
947 822 1000 2	INV	11/14/2023	11/14/2023	\$57.27	SIMS ST TRAFFIC LIGHT	\$57.27
947 822 1000 2	INV	11/14/2023	11/14/2023	\$57.27	SIMS ST TRAFFIC LIGHT	\$57.27
995 822 1000 3	INV	11/14/2023	11/14/2023	\$26.52	233 W VILLARD ST	\$26.52
995 822 1000 3	INV	11/14/2023	11/14/2023	\$26.52	233 W VILLARD ST	\$26.52
069 243 1000 3	INV	11/16/2023	11/16/2023	\$151.31	229 E MUSEUM DR POST PAR	\$151.31
120 132 1000 5	INV	11/16/2023	11/16/2023	\$33.35	E 10TH ST	\$33.35
179 575 1883 4	INV	11/16/2023	11/16/2023	\$757.71	188 E MUSEUM DR APT B	\$757.71
274 132 1000 9	INV	11/16/2023	11/16/2023	\$107.82	200 E MUSEUM DR PRARIE OL	\$107.82
284 132 1000 7	INV	11/16/2023	11/16/2023	\$170.54	W 12TH ST ST LITES 3RD AVE	\$170.54
298 563 1000 7	INV	11/16/2023	11/16/2023	\$181.88	611 10TH AVE E	\$181.88
474 132 1000 7	INV	11/16/2023	11/16/2023	\$268.37	198 E MUSEUM DR APT A	\$268.37
529 279 6569 0	INV	11/16/2023	11/16/2023	\$67.68	2115 10TH AVE W	\$67.68
574 132 1000 6	INV	11/16/2023	11/16/2023	\$247.86	188 MUSEUM DR E	\$247.86
612 823 1000 4	INV	11/16/2023	11/16/2023	\$50.85	209 R MUSEUM DR	\$50.85
674 132 1000 5	INV	11/16/2023	11/16/2023	\$1,153.29	46 W MUSEUM DR	\$1,153.29
773 690 7663 1	INV	11/16/2023	11/16/2023	\$785.89	122 1ST AVE W	\$785.89
800 132 1000 2	INV	11/16/2023	11/16/2023	\$39.25	E 10TH ST FIRE SIREN CEMET	\$39.25
900 132 1000 1	INV	11/16/2023	11/16/2023	\$33.35	E 10TH ST CEMETARY	\$33.35
968 373 1000 0	INV	11/16/2023	11/16/2023	\$473.02	LIFT STATION 1071 SIMS ST	\$473.02
198 874 5490 8	INV	11/20/2023	11/20/2023	\$103.70	2884 FAIRWAY ST	\$103.70
256 583 1000 5	INV	11/20/2023	11/20/2023	\$124.08	2601 STATE BL	\$124.08
260 043 1000 4	INV	11/20/2023	11/20/2023	\$38.17	2006 FAIRWAY ST	\$38.17
597 333 1000 3	INV	11/20/2023	11/20/2023	\$194.87	2001 FAIRWAY ST REC CENTE	\$194.87
640 322 1000 3	INV	11/20/2023	11/20/2023	\$56.33	W VILLARD ST STOP LIGHTS	\$56.33
755 153 1000 3	INV	11/20/2023	11/20/2023	\$209.58	2171 EMPIRE DR	\$209.58

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755 573 1000 2	INV	11/20/2023	11/20/2023	\$180.95	2433 1/2 4TH ST W	\$180.95
802 463 1000 9	INV	11/20/2023	11/20/2023	\$458.54	2693 FAIRWAY ST	\$458.54
855 153 1000 2	INV	11/20/2023	11/20/2023	\$160.68	451 23RD AVE E	\$160.68

Voucher(s): 66	Aged Totals:	<u>Due</u>	\$22,517.64	\$22,517.64	\$0.00	\$0.00	\$0.00
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Vendor ID: 5748 **Name:** MORTON SALT, 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
	5402920444	INV	11/15/2023	11/15/2023	\$8,263.89	23.05 SOLAR WHITE COURSE		\$8,263.89			

Voucher(s): 1	Aged Totals:	<u>Due</u>	\$8,263.89	\$8,263.89	\$0.00	\$0.00	\$0.00
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Vendor ID: 3956 **Name:** MULTIMEDIA SALES & MARKETING **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
	1054770	INV	11/6/2023	11/6/2023	\$245.00	ADVERTISING FOR LIBRARY		\$245.00			

Voucher(s): 1	Aged Totals:	<u>Due</u>	\$245.00	\$245.00	\$0.00	\$0.00	\$0.00
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Vendor ID: 9788 **Name:** ND DEPT of EMERGENCY SERVICES **Class ID:** **FED TAX CLAS:** GOVERNMENT AGENCY

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
	111423 REFUND	INV	11/14/2023	11/14/2023	\$6,030.83	NON-REIMBURSED EQUIP EXI		\$6,030.83			

Voucher(s): 1	Aged Totals:	<u>Due</u>	\$6,030.83	\$6,030.83	\$0.00	\$0.00	\$0.00
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Vendor ID: 723 **Name:** ND STATE PLUMBING BOARD **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
	L SCHWINDT 11/2023	INV	11/15/2023	11/15/2023	\$100.00	LICENSE FEE RENEWA -L SCH		\$100.00			

Voucher(s): 1	Aged Totals:	<u>Due</u>	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00
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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
	387167/1	INV	11/15/2023	11/15/2023	\$40.12	FASTENER BY UNIT, SNOW D		\$40.12			
	387178/1	INV	11/16/2023	11/16/2023	\$45.87	3 TRANSPARENT BIRD GEL		\$45.87			
	387190/1	INV	11/16/2023	11/16/2023	\$4.28	FASTENER BY UNIT		\$4.28			
	387314/1	INV	11/21/2023	11/21/2023	\$6.29	STAPLE 1/2" T-50 1250 PK		\$6.29			

Voucher(s): 4	Aged Totals:	<u>Due</u>	\$96.56	\$96.56	\$0.00	\$0.00	\$0.00
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Vendor ID: 3037		Name: NSC MINERALS					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	
	SXP311373	INV	11/15/2023	11/15/2023	\$2,931.25	25.84 TN ROCANVILLE		\$2,931.25				
							Due					
Voucher(s): 1							Aged Totals:	\$2,931.25	\$2,931.25	\$0.00	\$0.00	\$0.00
Vendor ID: 9785		Name: OLSON COLE					Class ID:		FED TAX CLAS: OVERPAY OF SPECIALS			
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	
	OVERPYMT SPECIAL	INV	11/20/2023	11/20/2023	\$517.69	OVERPYMT OF SPECIALS		\$517.69				
							Due					
Voucher(s): 1							Aged Totals:	\$517.69	\$517.69	\$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	
	14060	INV	8/23/2023	8/23/2023	\$715.59	FRONT LOAD PACKER CYLIND					\$715.59	
	14237	INV	11/7/2023	11/7/2023	\$409.06	CARLING PTO ON/OFF RESET		\$409.06				
	14258	INV	11/14/2023	11/14/2023	\$607.43	NEW WAY HYDRAULIC FILTEF		\$607.43				
							Due					
Voucher(s): 3							Aged Totals:	\$1,732.08	\$1,016.49	\$0.00	\$0.00	\$715.59
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	
	987345	INV	11/21/2023	11/21/2023	\$11.47	FHP TRUFLEX V BELT		\$11.47				
							Due					
Voucher(s): 1							Aged Totals:	\$11.47	\$11.47	\$0.00	\$0.00	\$0.00
Vendor ID: 466		Name: PUMP SYSTEMS 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	
	00400299	INV	11/14/2023	11/14/2023	\$63.48	11M 1.25 SCREEN-20		\$63.48				
	00400408	INV	11/17/2023	11/17/2023	\$78.19	NPT ALUM ADAPTER		\$78.19				
	00400445	INV	11/20/2023	11/20/2023	\$54.32	CLAMPS, ADPT		\$54.32				
							Due					
Voucher(s): 3							Aged Totals:	\$195.99	\$195.99	\$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	
	9161 070121	INV	7/26/2021	7/26/2021	\$54.54	CORRECTING CREDIT ON PO:					\$54.54	
	247571 111423	INV	11/14/2023	11/14/2023	\$1,999.40	POSTAGE		\$1,999.40				

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							Due					
Voucher(s): 2							Aged Totals:	\$2,053.94	\$1,999.40	\$0.00	\$0.00	\$54.54
Vendor ID: 6012A		Name: QUADIENT LEASING				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	
	Q1005625	INV	10/2/2023	10/2/2023	\$177.51	POSTAGE -PUBLIC WORKS			\$177.51			
Voucher(s): 1							Aged Totals:	\$177.51	\$0.00	\$177.51	\$0.00	\$0.00
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-16916	INV	11/9/2023	11/9/2023	\$95.00	100 DWNT CHRISTMAS STROI		\$95.00				
Voucher(s): 1							Aged Totals:	\$95.00	\$95.00	\$0.00	\$0.00	\$0.00
Vendor ID: 4911		Name: RAMSEY LAW OFFICE PLLC				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	
	11272023	INV	11/27/2023	11/27/2023	\$65.00	ALTER JUDGE WORK HOURS		\$65.00				
Voucher(s): 1							Aged Totals:	\$65.00	\$65.00	\$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	
	5067603	INV	11/20/2023	11/20/2023	\$253.12	2 DEFLECTOR-AIR		\$253.12				
Voucher(s): 1							Aged Totals:	\$253.12	\$253.12	\$0.00	\$0.00	\$0.00
Vendor ID: 481		Name: REITER WELDING 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	
	13661	INV	11/7/2023	11/7/2023	\$1,695.00	REPAIR FENDER/BRACKETS,		\$1,695.00				
	13696	INV	11/16/2023	11/16/2023	\$1,005.00	REPAIR ALUM SIDE BY SIDE		\$1,005.00				
Voucher(s): 2							Aged Totals:	\$2,700.00	\$2,700.00	\$0.00	\$0.00	\$0.00
Vendor ID: 9789		Name: RIVERA DANIEL				Class ID:		FED TAX CLAS: COURT RESTITUTION				
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	
	REFUND CT TICKET	INV	11/22/2023	11/22/2023	\$150.00	REFUND TICKET 22CR1192		\$150.00				
Voucher(s): 1							Aged Totals:	\$150.00	\$150.00	\$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	
	62181	INV	9/21/2023	9/21/2023	\$70.00	REMOVE BROKEN KEY FROM					\$70.00	

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Voucher(s): 1		Aged Totals:	Due	\$70.00	\$0.00	\$0.00	\$70.00	\$0.00
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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
	7804664	INV	11/16/2023	11/16/2023	\$47.45	COUPLING PIPE, BRASS ELBC		\$47.45			

Voucher(s): 1		Aged Totals:	Due	\$47.45	\$47.45	\$0.00	\$0.00	\$0.00
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Vendor ID: 5973 **Name:** SCHOLASTIC BOOK FAIRS 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
	W5423305BF	INV	11/20/2023	11/20/2023	\$868.88	BOOK FAIR		\$868.88			

Voucher(s): 1		Aged Totals:	Due	\$868.88	\$868.88	\$0.00	\$0.00	\$0.00
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Vendor ID: 6154 **Name:** SIGNARAMA **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
	D-ES-7275	INV	10/10/2023	10/10/2023	\$1,642.50	ADVERTISING FOR MUSEUM			\$1,642.50		

Voucher(s): 1		Aged Totals:	Due	\$1,642.50	\$0.00	\$1,642.50	\$0.00	\$0.00
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Vendor ID: 9787 **Name:** SMITH KYLE **Class ID:** 1099 **FED TAX CLAS:** FINANCE COMMITTEE

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
	FINANCE COMM 11/2	INV	11/17/2023	11/17/2023	\$100.00	10131 FINANCE COMMITTEE		\$100.00			

Voucher(s): 1		Aged Totals:	Due	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00
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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-IE3956	INV	9/26/2023	9/26/2023	\$1,901.44	RUBY FIELDMASTER AG				\$1,901.44	
	SX5-IE4188	INV	10/24/2023	10/24/2023	\$2,344.17	WINTERMASTER DYED AG			\$2,344.17		
	SX5-IE4202	INV	10/25/2023	10/25/2023	\$1,049.62	WINTERMASTER DYED AG			\$1,049.62		
	SX5 IE4252	INV	11/2/2023	11/2/2023	\$1,203.80	WINTERMASTER DYED AG		\$1,203.80			
	SX5-IE4337	INV	11/13/2023	11/13/2023	\$1,775.06	434 GAL WINTERMASTER DYE		\$1,775.06			
	SX9 II9680	INV	11/14/2023	11/14/2023	\$30,202.55	5001 GAL UNLEADED. 5K GAL		\$30,202.55			

Voucher(s): 6		Aged Totals:	Due	\$38,476.64	\$33,181.41	\$3,393.79	\$1,901.44	\$0.00
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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

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915594	INV	11/4/2023	11/4/2023	\$119.92	STANDARD SHIPMENTS	\$119.92
917600	INV	11/11/2023	11/11/2023	\$47.31	STANDARD SHIPMENT	\$47.31

				Due				
Voucher(s):	2	Aged Totals:		\$167.23	\$167.23	\$0.00	\$0.00	\$0.00

Vendor ID: 4609 **Name:** STECKLER, BERNIE **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
	REIMBURSEMENT 11	INV	11/29/2023	11/29/2023	\$95.00	REIMBURSEMENT OF BI-FOC/		\$95.00			

				Due				
Voucher(s):	1	Aged Totals:		\$95.00	\$95.00	\$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
	12531	INV	11/14/2023	11/14/2023	\$773.97	FS 240, 2 BLADES		\$773.97			
	14558	INV	11/14/2023	11/14/2023	\$28.97	2 RIM SPRKTS, FILES		\$28.97			

				Due				
Voucher(s):	2	Aged Totals:		\$802.94	\$802.94	\$0.00	\$0.00	\$0.00

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
	1711	INV	11/7/2023	11/7/2023	\$262.00	IMMUN ADMIN, HEP A/B, TDAF		\$262.00			

				Due				
Voucher(s):	1	Aged Totals:		\$262.00	\$262.00	\$0.00	\$0.00	\$0.00

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
	19052127	INV	11/2/2023	11/2/2023	\$436.90	BATTERY SWITCH		\$436.90			
	19033000	INV	11/7/2023	11/7/2023	\$332.00	BUMPER, RUBBER		\$332.00			
	19052125	INV	11/20/2023	11/20/2023	\$1,058.46	2 1400 CCA BATTERIES		\$1,058.46			

				Due				
Voucher(s):	3	Aged Totals:		\$1,827.36	\$1,827.36	\$0.00	\$0.00	\$0.00

Vendor ID: 6287 **Name:** 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
	15930	INV	11/15/2023	11/15/2023	\$3,052.94	11-15-23 DICKINSON-SHAKOP		\$3,052.94			

				Due				
Voucher(s):	1	Aged Totals:		\$3,052.94	\$3,052.94	\$0.00	\$0.00	\$0.00

Vendor ID: 4509 **Name:** ULINE **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
	170220779	INV	10/27/2023	10/27/2023	\$315.45	BUNGEE CORD, THREADED F		\$315.45			

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Voucher(s): 1		Aged Totals:	<u>Due</u>	\$315.45	\$0.00	\$315.45	\$0.00	\$0.00
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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
	15370	INV	10/31/2023	10/31/2023	\$75.00	TANK RENTAL		\$75.00			
	15371	INV	10/31/2023	10/31/2023	\$50.00	TANK RENTAL		\$50.00			
	34789	INV	11/15/2023	11/15/2023	\$400.00	1K GAL FUEL TANK		\$400.00			

Voucher(s): 3		Aged Totals:	<u>Due</u>	\$525.00	\$525.00	\$0.00	\$0.00	\$0.00
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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
	ID84442A	INV	7/5/2023	7/5/2023	\$82.02	3 BLADES					\$82.02
	ID88430	INV	10/12/2023	10/12/2023	\$381.64	WIPER MOTOR, SEAL DOOR			\$381.64		
	ID88696	INV	10/25/2023	10/25/2023	\$947.56	BRISTLES			\$947.56		

Voucher(s): 3		Aged Totals:	<u>Due</u>	\$1,411.22	\$0.00	\$1,329.20	\$0.00	\$82.02
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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
	NOV 2023	INV	11/24/2023	11/24/2023	\$1,274.50	NOV 2023 P/R WITHHOLDING		\$1,274.50			

Voucher(s): 1		Aged Totals:	<u>Due</u>	\$1,274.50	\$1,274.50	\$0.00	\$0.00	\$0.00
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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
	617691	INV	11/13/2023	11/13/2023	\$595.13	PUMP, FUEL		\$595.13			
	617731	INV	11/14/2023	11/14/2023	\$11.76	2 WASHER, SEALS		\$11.76			

Voucher(s): 2		Aged Totals:	<u>Due</u>	\$606.89	\$606.89	\$0.00	\$0.00	\$0.00
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Vendor ID: 620 **Name:** WINN CONSTRUCTION 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
	14407	INV	11/9/2023	11/9/2023	\$17,836.00	CITY OF DKN-NON CONTRACT		\$17,836.00			

Voucher(s): 1		Aged Totals:	<u>Due</u>	\$17,836.00	\$17,836.00	\$0.00	\$0.00	\$0.00
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	<u>Vendors</u>	<u>Due</u>	<u>Current Period</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 and Over</u>
Vendor Totals:	98	\$1,200,909.02	\$1,184,285.47	\$13,750.57	\$2,002.38	\$842



November 22, 2023

Linda Carlson
Deputy City Administrator
City of Dickinson
38 1st St. W.
Dickinson, ND 58601

RE: Thank you for grant funding

Dear Ms. Carlson:

On behalf of the Community Action Partnership (CAP) staff and clients, I wish to extend our appreciation for approving the 2024 budget grant application request.

The funding will allow CAP to continue to offer services to improve a client's self-sufficiency including housing stabilization assistance. The primary goal of the stabilization assistance is to help eligible households maintain safe and affordable housing. Our citizens continue to deal with financial hardship resulting from the overwhelming basic costs of living, including the cost of rent.

Again, thank you for your consideration and acceptance of our efforts to assist eligible clients to remain in their Dickinson homes.

Sincerely,

Tom Solberg
Client Services Director



Memo for Commissioners Packet

Subject: Proposed Amendment to Ordinance 4.08.06 (m)(8) - 2024 Legacy Square Concession Liquor License Changes

Dear City Commissioners,

In light of the recently approved changes to the 2024 Legacy Square Concession Liquor License at the November 21st City Commission meeting, it is necessary to update the relevant ordinance to accurately reflect these adjustments.

The approved modifications are as follows:

1. **Reduced Minimum Bid:** The minimum bid for the 2024 Legacy Square Concession Liquor License has been revised to \$3,000.
2. **10% Gross Sales Requirement:** A 10% gross sales requirement has been established for the awarded bidder.
3. **\$2 Wristbands for Event Attendees:** A provision allowing the sale of \$2 wristbands to event attendees has been introduced.

Specifically, amendments are required for Ordinance 4.08.06 (m)(8) to incorporate the modified terms and conditions of the gross sales requirements for the awarded bidder.



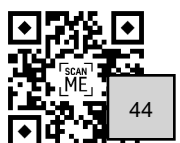
- 8) In addition to the bid price paid by the licensee pursuant to paragraph 9 below, the City shall also receive ~~twenty (20) percent of a percentage of~~ gross sales of all alcohol sold at all City sanctioned and sponsored events in an amount to be determined by the City Administrator during the annual bidding process. The licensee shall provide documentation to the City upon the expiration of the annual license term to verify sales for that year.

City staff is recommending approval of these changes.

Thank You,

Dustin Dassinger

City Administrator



ORDINANCE NO. 2023
AN ORDINANCE AMENDING AND REENACTING ARTICLE 4.08.06 OF THE MUNICIPAL CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO THE LEGACY SQUARE CONCESSION LICENSE

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF DICKINSON, NORTH DAKOTA, AS FOLLOWS:

Section 1: Article 4.08.060 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Section 4.08.060 License Requirements

The Board of City Commissioners hereby finds that in order to ensure compliance by all licensees with all applicable federal, states, 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 Title 5 of the North Dakota Century Code.

(a) **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:

- 1) As of December 31, 2012, a total of seventeen on/off sale licenses existed within the city limits of the City of Dickinson. No additional on/off sale licenses shall be granted until the population of the City reaches an estimated twenty-one thousand (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 4.08.065 of this Chapter.
- 2) The Board of the City Commissioners may grant an additional on/off sale license for each incremental population increase of three thousand people above 21,000 people, as may be determined in the sole discretion of the Board of the City Commissioners from time to time, based upon annexations, household units, census projections, census results, or other methods of estimated population.
 - a. 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) 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.
- 3) 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 twenty-one thousand, 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.

- 4) The fee for this license shall be set by the City's fee schedule.
- 5) A licensee hereunder shall comply with and be subject to all of the remaining provisions of this Code, including this chapter.

(b) 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) below, primarily for the convenience of the club or lodge members subject to the following conditions:

- 1) No license shall be transferable to any other owner.
- 2) 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.
- 3) 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.
- 4) A licensee may apply for a special event permit under Section 4.08.270.
- 5) The fee for this license shall be set by the City's fee schedule.
- 6) A licensee hereunder shall comply with and be subject to all of the remaining provisions of this Code, including this chapter.

(c) 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:

- 1) The room from which such sales are made must be physically attached to and be a part of said hotel or motel.
- 2) 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.
- 3) 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% for the year preceding the application for renewal.
- 4) There shall be no restrictions as to the number of licenses issued under this chapter subsection.
- 5) The fee for this license shall be set by the City's fee schedule.
- 6) A licensee hereunder shall comply with and be subject to all of the remaining provisions of this Code, including this.

(d) 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 subsection (4) below, subject to the following terms and conditions:

- 1) The restaurant shall have sufficient dining area and facilities to adequately serve its patrons, as well as the public generally.
- 2) 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.
- 3) 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.
- 4) A licensee may apply for a special event permit under Section 4.08.270 or Section 4.080.275.
- 5) Those receipts from the sales of alcoholic beverages hereunder shall not exceed fifty percent of the gross receipts from the sale of all food items and alcoholic beverages combined.
- 6) 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 the it deems necessary.
- 7) 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.
- 8) 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.
- 9) There shall be no restrictions as to the number of licenses issued under this subsection.
- 10) The fee for this license shall be set by the City's fee schedule.
- 11) A licensee hereunder shall comply with and be subject to all of the remaining provisions of this Code, including this chapter.

(e) 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:

- 1) For the purposes of this section and others pertaining thereto, "armed forces" shall mean the Army, Navy, Air Force, Marine Corps and Coast Guard of the United States of America.
- 2) A license hereunder shall comply with all of the laws of the State relating to the sale and dispensation of alcoholic beverages.
- 3) 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.
- 4) There shall be no restrictions as to the number of licenses issued under this subsection.

- 5) The fee for this license shall be set by the City's fee schedule.
- 6) A licensee hereunder shall comply with and be subject to all of the remaining provisions of this Code, including this chapter.

(f) Microbrewery Pub License.

The City may grant a "microbrew 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 microbrew pub licensee is also subject to the following specifications and restrictions:

- 1) A microbrew 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.
- 2) A microbrew pub license will authorize the licensee to sell:
 - a. Growlers, sold off-sale only; and
 - b. Beer that has been brewed on the premises of the licensee, which may be sold either on-sale or off-sale
- 3) A microbrew 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 microbrew pub licensee must comply with all statutory provisions for taxation under N.D.C.C. § 5-01-14.
- 4) A microbrew pub licensee is not precluded from retailing beer it purchases from a wholesaler.
- 5) Complimentary samples of beer may not be in an amount exceeding 16 ounces per patron.
- 6) Except as modified in this subsection, a microbrew pub licensee shall comply with and be subject to all of the remaining qualifications for licensees.
- 7) There shall be no restrictions as to the number of licenses issued under this subsection.
- 8) The fee for this license shall be set by the City's fee schedule.
- 9) A licensee hereunder shall comply with and be subject to all of the remaining provisions of this Code, including this chapter.

(g) Beer and Wine Concession License.

The City may grant a "beer and wine concession license" to the operator(s) of the food and beverage concession(s) under contract with Dickinson Parks and Recreation District for concession services at Dakota Community Bank & Trust Ballpark – Astoria & Coke Fields, a Dickinson municipal ballpark (Ballpark) subject to the following restrictions and conditions:

- 1) A licensee hereunder shall comply with all of the laws of the state relating to the sale and dispensation of alcoholic beverages.
- 2) A licensee hereunder may sell wine, tap beer, beer in opened bottles, cans or similar packages.
- 3) 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.

- 4) The license is nontransferable and may be held only by the operator(s) who have been awarded and currently hold a concession(s) 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.
- 5) This license is limited to on-sale service of beer and wine to patrons of the Ballpark.
- 6) The fee for this license shall be set by the City's fee schedule.
- 7) Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this Chapter.

(h) 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:

- 1) 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 of North Dakota 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.
- 2) 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.
- 3) A domestic distillery license shall only be issued to a domestic distillery owner or operator who has obtained an annual manufacturing license from the North Dakota State Tax Commissioner allowing the production of distilled spirits.
- 4) 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:
 - a. A licensee may dispense free samples of the distilled spirits offered for sale.
 - b. 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.
 - c. 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.

- 5) A domestic distillery license authorizes the licensee to sell glassware, distilled spirits literature and accessories, cheese, cheese spreads, and other snack food items.
- 6) There shall be no restrictions as to the number of licenses issued under this subsection.
- 7) The fee for this license shall be set by the City's fee schedule.
- 8) Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this Chapter.

(i) 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:

- 1) 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.
- 2) 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.
- 3) A licensee may sell and deliver beer produced by the brewery to licensed beer wholesalers.
- 4) A brewer taproom licensee shall obtain any brewery license required by the State of North Dakota.
- 5) 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.
- 6) 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:
 - a. A licensee may dispense free samples of beer offered for sale. Complimentary samples may not exceed 16 ounces per patron.
 - b. A licensee may sell and deliver beer produced by the brewery to licensed retailers within the State of North Dakota, subject to the conditions set forth in N.D.C.C. § 5-01-21(2)(f), as amended from time to time.
 - c. 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.

- 7) 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 (governing tax rate) and N.D.C.C. § 5-01-21(2)(f) (governing sale and delivery of beer to licensed retailers within the State). Additional sales may be made through a wholesaler licensed in this 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.
- 8) There shall be no restrictions as to the number of licenses issued under this subsection.
- 9) The fee for this license shall be set by the City's fee schedule.
- 10) Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this Chapter.

(j) 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 in 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:

- 1) 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.
- 2) 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 of North Dakota, sell beer on-sale only, provided that such on-sale beer sales shall be incidental to the sale of wine.
- 3) A domestic winery license authorizes the licensee to sell glassware, wine literature and accessories, cheese, cheese spreads, and other snack food items.
- 4) Direct sale by licensed wineries.
 - a. 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.
 - b. 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.
 - c. 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.
 - 5) 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:
 - a. A licensee may dispense free samples on the licensed premises of the wines offered for sale.
 - b. 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.
 - c. Participate 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.
 - 6) 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.
 - 7) There shall be no restrictions as to the number of licenses issued under this subsection.
 - 8) The fee for this license shall be set by the City's fee schedule.
 - 9) Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this Chapter.
- (k) 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:
- 1) A licensee hereunder shall comply with all of the laws of the state relating to the sale and dispensation of alcoholic beverages.

- 2) The license hereunder shall be for the sale of beer for consumption on the premises only, except when permitted by subsection (5) below, and no sales for consumption off the premises shall be made.
- 3) 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.
- 4) There shall be no restrictions as to the number of licenses issued under this subsection.
- 5) A license may apply for a restricted special event permit under Section 4.08.275.
- 6) The fee for this license shall be set by the City's fee schedule.
- 7) Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this Chapter.

(l) 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:

- 1) A licensee hereunder shall comply with all of the laws of the state relating to the sale and dispensation of alcoholic beverages.
- 2) The license hereunder shall be for the sale of beer and/or wine for consumption on the premises only, except when permitted by subsection (3) below, and no sales for consumption off the premises shall be made.
- 3) A licensee may obtain a restricted special event permit under Section 4.08.275.
- 4) 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.
- 5) There shall be no restrictions as to the number of licenses issued under this subsection.
- 6) The fee for this license shall be set by the City's fee schedule.
- 7) Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this Chapter.

(m) 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:

- 1) 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.
 - a. Any events occurring at the Legacy Town Square not sponsored and sanctioned by the City will require a special event permit pursuant to section 4.08.270 of this chapter.
 - b. 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.

- 2) A licensee may sell liquor, wine, and beer in cans. Sales of any of these items in bottles shall not be permitted.
- 3) 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 purposes of this section, the Legacy Town Square Corridor shall mean the defined Legacy Square streets located in the 100 Block of 1st Ave West and 10 Block of 2nd Street West.
- 4) This license shall be an annual license that will begin January 1st of every year and end on December 31st of that year with the bidding process occurring prior to December 31st.
- 5) 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 (m)(1)(b).
- 6) The license is nontransferable and may be held only by a licensee with an On/Off Sale License or a Lodge or Club License.
- 7) A licensee hereunder shall comply with all the laws of the state relating to the sale and dispensation of alcoholic beverages.
- 8) In addition to the bid price paid by the licensee pursuant to paragraph 9 below, the City shall also receive ~~twenty (20) percent of~~ 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.
- 9) This bidding process for this license shall be as follows:
 - a. Prior to October 1st 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.
 - b. 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.
 - c. Interested parties shall submit an application for the license, together with the information required by Dickinson City Code 4.08.070, 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.
 - d. Interested parties shall further submit to the City a sealed bid for the license.
 - e. 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.

- f. 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.
 - g. 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.
 - h. At its sole discretion, the Board of City Commissioners may grant the license to the highest responsible bidder.
 - i. 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 Commissioner’s sole discretion, decline to offer the license to any remaining bidder.
 - j. 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.
- 10) Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this Chapter.

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 December 2023.

CITY OF DICKINSON

By _____
Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger, City Administrator
First Reading: December 5, 2023
Second Reading: December 19, 2023

Memo for Commissioners Packet

Subject: 2024 Tobacco License Renewal - Black Market Vape & Smoke Inc

Dear City Commissioners,

I am writing to bring to your attention the upcoming 2024 Tobacco License Renewal application submitted by Black Market Vape & Smoke Inc., located at 456 15th Street West – Suite C.

The business has been operating in compliance with local regulations since its establishment in December of 2022, and there have been no reported issues or violations during the previous licensing period.

Renewing their tobacco license will enable them to continue to operate while adhering to all necessary guidelines and requirements.

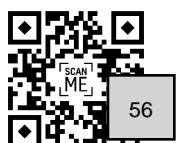
Enclosed with this memo, you will find the detailed application for your reference.

City staff has reviewed their renewal application, and based on our assessment, we recommend approval for the 2024 Tobacco License Renewal for Black Market Vape & Smoke Inc.

Thank You,

Dustin Dassinger,

City Administrator



CITY OF DICKINSON

Application for Business and/or Occupation License

Date: 2024

Application for: _____ Carnival (\$50/day plus \$100,000 Liability Insurance) Event date:

Black Market Vape & Smoke
Dickinson Inc.

_____ Circus (\$50/day plus \$100,000 Liability Insurance) Event date:

_____ Housemover (\$50/annual plus \$5,000 bond and Liability Insurance)

_____ Pawnbroker (\$50/annual)

_____ Junk Dealer (\$50/annual)

_____ Arborist (\$100/annual plus \$150,000 Aggregate Liability Insurance)

Tobacco Dealer (\$50/annual) Location of Sale: 456 15th St. W Unit C

_____ Adult Entertainment (\$2,000/annual) Dickinson, ND 58601

1. Name of Applicant (Individual or Firm):

Black Market Vape & Smoke Dickinson Inc.

Birth Date: _____

Social Security Number: _____

Residence Address: 456 15th St. W Unit C Dickinson, ND Phone Number: 701-483-7030

Business Address: _____ Cell Number: _____

Email Address: gen_blackmarketgroup@gmail.com

Mailing address (if not the same as business): _____

2. Location of Business Records (if not the same as business): _____

3. This application is for: New Business _____ If change of ownership, give name of previous owner: _____

Renewal of License _____ owner: _____

Change of Ownership _____

Change of Address _____

Date business started: December 2022

4. If bond is required, give name of bonding company and address: _____

5. If you employ an auditor or bookkeeping firm, give name and address of firm: Unique Accounting Services

9137 Monroe Plaza way STE B Sandy, UT 84070

6. List locations of businesses outside Dickinson in which license fee(s) was/were paid to other cities, towns or counties:

Name of Town or City	Name of Job	Amount
<u>All other businesses are located in WY</u>		
(continue list on back if necessary)		

7. List name of partners or of officers of the business and their titles:

<u>Arslane Qazi</u>	<u>CEO/owner</u>

8. The above is a true statement.

<u>M. Cappelli HR</u>	<u>HR Director</u>
(Signature of Applicant)	(Official Title)

** The records of all concerns doing business must comply with City and State requirements.

MEMO

TO: Justin Schlosser, Traffic Operations Engineer

FROM: Lora Norby
 Programming Division – Traffic Operations Section

DATE: September 20, 2023

SUBJECT: I-94, RP 59 to 65, Speed Limit Study

INTRODUCTION

The Dickinson District received a request to reduce the speed limit on I-94 between exits 59 and 64. Figure 1 shows the speed study location. Recommendations in this study are based on:

- The NDDOT Traffic Operations Speed Zone Engineering Study
- The FHWA speed limit setting program, USLIMITS2
- NCHRP Speed Limit Setting program, SLS-Tool
- Highway Capacity Software, HCS2022

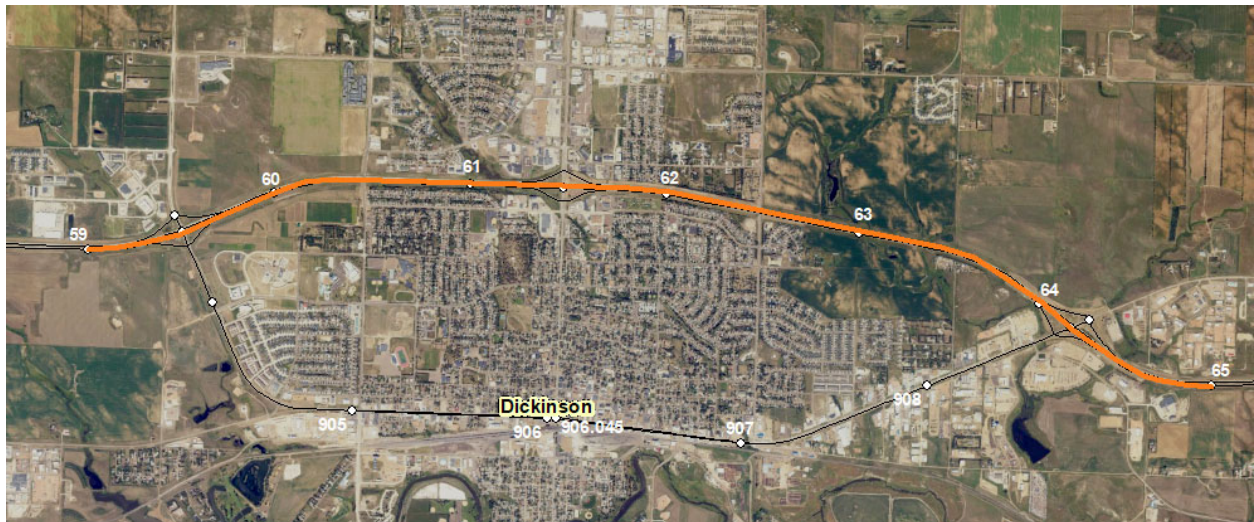


Figure 1 –Study Location

EXISTING CONDITIONS

Functional Classification: Urban Interstate
 Performance Classification: Urban Interstate
 Speed Limit: 75 MPH
 2022 AADTs: EB – 3925 (26% trks)
 WB – 4081 (25% trks)

23 USC § 407 Documents
 NDDOT Reserves All Objections

CRASH HISTORY

A total of 50 crashes were reported in the past 5-yr period from 8-1-2018 to 7-31-2023. Crashes have increased in the last two years from prior years. The crash summary sheets are in attachment 1.

No fatal crashes or incapacitating injuries were reported; 44 were property damage only, 4 non-incapacitating injuries, and 2 were possible injuries. Table 1 shows the crash types by year. It should be noted crashes during years 2 and 3 may be lower due to COVID.

Table 1 - I-94 Crash Type Summary, RP 59 to 65, 8-1-18 to 7-31-23						
Year		Rear End	Sideswipe Same Dir	Sideswipe Opp Dir	Single Vehicle	Total
1	2018-2019	2	3		7	12
2	2019-2020	1	1	1	2	5
3	2020-2021				4	4
4	2021-2022	3	3		6	12
5	2022-2023		4		13	17
SubTotals		6	11	1	32	50

Speed was listed as a contributing factor in 1 crash and too fast for conditions was listed as a contributing factor in 10 crashes. Wet and ice/snow surface conditions were a factor in 23 of the total crashes. Because total crashes per year are relatively low and the majority of those occurred on adverse surface conditions, a speed reduction is not supported based on the crash data.

SPEED STUDY RESULTS

Speed data was collected for a 24-hr period on September 5th through September 6th, 2023, by NDDOT Traffic Data Section with Automatic Traffic Recorders (ATRs). The results show 85% of travel speeds exceed the posted speed limit. Motorists travel at speeds they feel comfortable driving at for the environment. While some motorists will obey a lower speed limit, others will feel it is unreasonable for the conditions and will not. Studies have found crashes are likely to increase with an increase in speed variances, therefore, a speed reduction is not recommended.

The Speed Zone Engineering Study and verification documents from the speed limits setting programs, FHWA USLIMITS 2 and NCHRP Speed Setting Tool (SLS Tool), are in attachment 2. The results are shown below.

From RP	To RP	85 th Percentile	50 th Percentile
59.5	61.5	82 MPH	76 MPH
61.5	64.204	81 MPH	76 MPH

USLIMITS2 Results – 75 MPH

SLS-Tool Results – 75 MPH

23 USC § 407 Documents
NDDOT Reserves All Objections

TRAFFIC VOLUMES

Traffic volumes from 2022 were used on I-94 mainline and 2020 volumes on the exit and entrance ramps. Refer to figure 2. Balanced volume diagrams for each direction are shown on page 3 of the capacity analysis sheets in attachment 3.

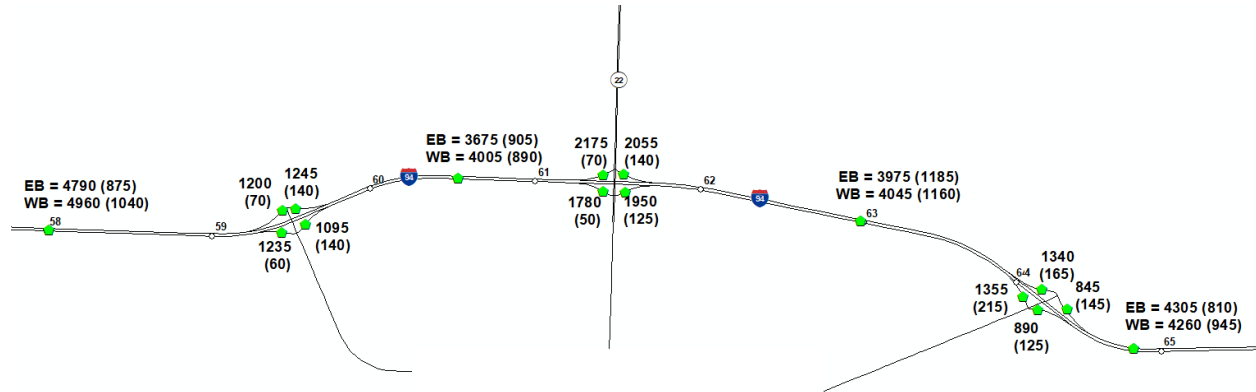


Figure 2 – Traffic Volumes

CAPACITY ANALYSIS

Capacity segment analysis for eastbound and westbound traffic was performed to determine the Level of Service (LOS) of demand flow rates and the free flow speeds from the speed study. Table 2 shows the LOS criteria for merge/diverge segments.

The results of the capacity analysis show the segment operates at LOS A in both directions indicating the merging and diverging movements do not restrict the flow of traffic. The detailed analysis print-outs are in attachment 3.

LOS	Density
A	≤10
B	>10-20
C	>20-28
D	>28-35
E	>35
F	Demand exceeds capacity

RECOMMENDATIONS

Based on the following factors in this study, a speed reduction is not supported and therefore is not recommended:

- Crash data
- Current 85th percentile speeds
- Roadway classification
- Capacity Analysis

23 USC § 407 Documents
NDDOT Reserves All Objections

Memo for Commissioners Packet

Subject: I-94 Speed Study

Dear Commissioners,

I am writing to provide an update on the requests received from homeowners residing along I-94 to have the speed limit reduced as motorists pass by the three exits within our jurisdiction.

Background: During this summer, several homeowners expressed concerns about the speed of traffic along I-94, particularly between the three exits in question. In response to these concerns, an item was brought before an August Commission meeting seeking approval to request a North Dakota Department of Transportation (NDDOT) study on the feasibility of slowing down traffic in the specified areas.

Commission Action: At the August Commission meeting, approval was granted to initiate a study with NDDOT to assess the possibility of reducing the speed limit through the area of the three exits on I-94.

Study Results: Subsequently, we received the results of the NDDOT study, which were thoroughly reviewed by our engineering department. Unfortunately, the study did not recommend any changes to the existing speed limits along I-94 near the specified area.

Recommendation and Next Steps: In light of the study findings, the NDDOT is not recommending any alterations to the current speed limits. Therefore, unless otherwise directed by the commission, no further action will be taken on this matter.

Commissioner Consideration: Given the importance of this matter to the residents along I-94, I recommend that the commission carefully review the NDDOT study results. If the commission wishes to explore alternative options or take further action, it would be appropriate to discuss during the upcoming commission meeting.

Thank You,

Dustin Dassinger

City Administrator



IT Update 2023

Presented by: IT Director Meyer

Our Team!

Aaron Meyer

IT Director



Hired May 2011

Winton Roberts

Advanced Computer Tech



Hired September 2022

Landon Green

Advanced Computer Tech



Hired July 2023

Desiree Havelka

Computer Tech



Hired June 2018

Municode

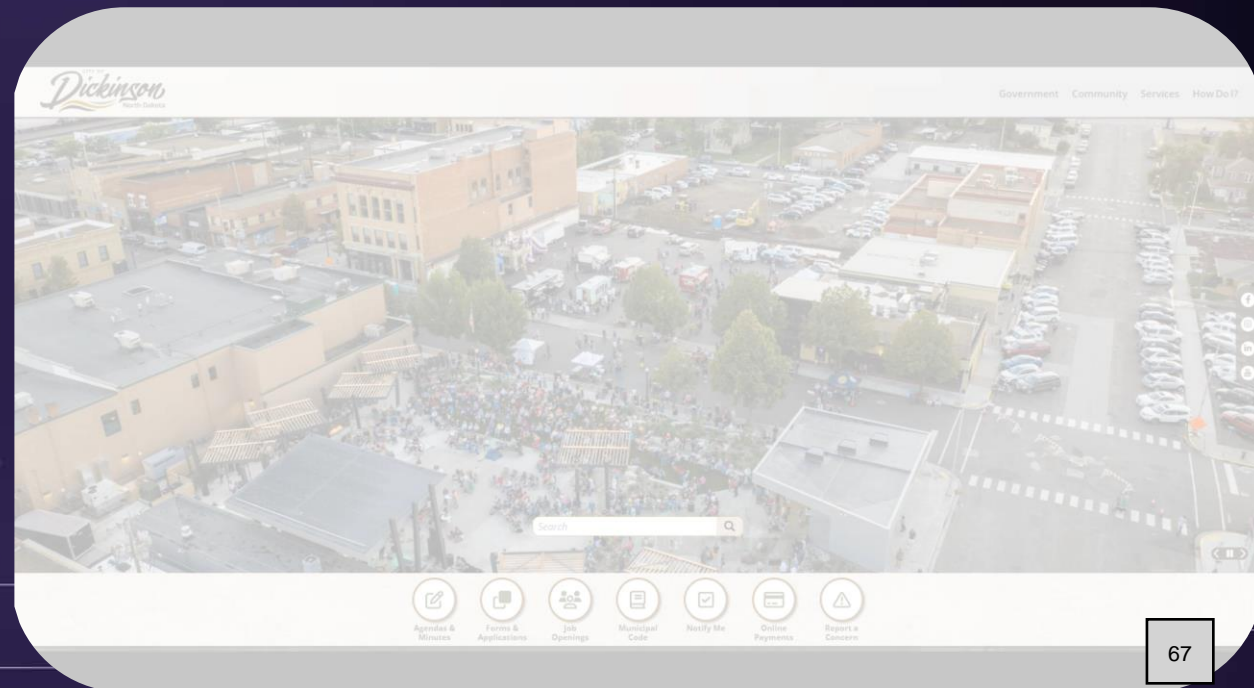
- Initial Review Process: Complete
- Internal Review of Initial Findings: Underway
 - Anticipated Completion Date: End of Year 2023
- De-Genderization of Code: Underway
- Online Code Portal: Not Yet Completed

Meetings

- Design Phase: Complete
- Training of Meeting Preparators: Complete
- Go Live of Meeting Product: Complete
- Merge Meetings into Live Website: Complete
- <https://Dickinsongov.com/Meetings>
 - Upcoming
 - Recent

Websites

- Design Phase of 6 New Landing Pages: Complete
 - City, Police, Fire, Museum, Library, & Downtown
- Content Migration for Websites: Complete
- Domain Configurations: Complete
- Go Live: Complete



Document Library

- Design and Configuration: Complete
- Import of Documents from Old Website: Complete
- Import of Plans & Policies: Complete

- Offers Fully Searchable Text for All Documents in the Library
- Almost 20 Years of City Commission Minutes
- <https://Dickinsongov.com/Documents>
- Visit Dickinsongov.com -> Community -> Residents -> Document Library

Projects to Note

Fiber Optic Installation at PW Site

- 520' Trench (Thank you to Public Works)
- 6 Strands of Fiber Installed
- Approximate \$5,000 for Materials



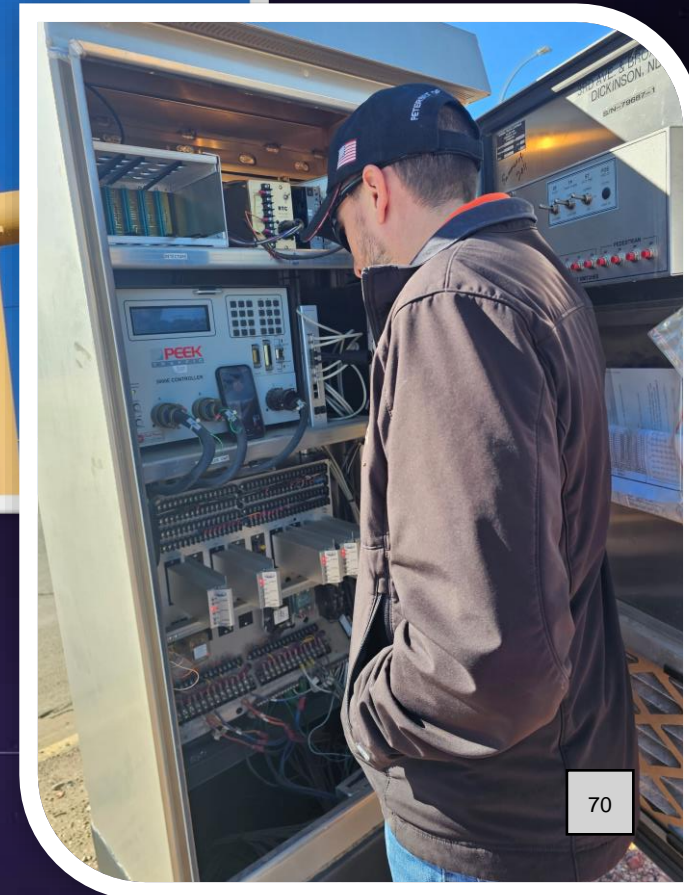
Projects to Note

Antenna & Camera Maintenance

- Maintenance on Various intersections
- 9 Intersections Currently Supported

Door Access System Conversion

- 89 Doors Converted/Installed
- Over 1000' of Cable Converted
- Averaging Less than \$1000/Door
- Old System – Avg. \$4,000/Door



Projects to Note

Mausoleum Cameras & Doors

- 15 Cameras Installed
- 3 Electronic Doors



Prairie Outpost Park Cameras

- 14 New Cameras Installed
- Utilize a Pole Mounted Utility Box
- Use Short Range PTMP Wifi



Projects to Note

Illumio Network Segmentation

- Grant Funded Project
- Network Segmentation & Analytics
- Currently Deployed to ~275 Endpoints
- Over 200,000 Analyzed Network Connections

- Total Cost: \$34,811.21
 - City Share: \$1,740.56
 - State Share: \$1,740.56
 - Federal Share: \$31,330.09

Nessus Tenable Vulnerability Scanning

- State Funded Project
- Currently Deployed to ~275 Endpoints
- Provides 4% NDIRF Discount
- Analyzes Software Vulnerabilities
- Allowed us to mitigate over 3,000 Since May

Projects to Note

Automated Software Deployment

- Ongoing Project
- Allows Automated Software Installs
- Allows Automated Software Patching
- Provides Consistent and Rapid Deployment of Software

IT Helpdesk Conversion & Updates

- Migrated to New Helpdesk Platform
- Better Ticket Management
- More integrated into Department workflows
- Averaging ~1,000 Tickets Per Year

Employee Portal

TIMEKEEPING



EMPLOYEE PAYROLL DATA



CASH RECEIPTING



LIBRARY EVENT REGISTRATION



DEVELOPMENT TRACKER



HR & FMLA RESOURCES



Access Y.O.U.

CIP TRACKING



ELECTRONIC FORMS WITH WORKFLOWS



BUSINESS CERTIFICATES



SKILLS, TRAINING, & CERTIFICATION TRACKING



BUDGETING TOOL & FINANCIAL DASHBOARDS



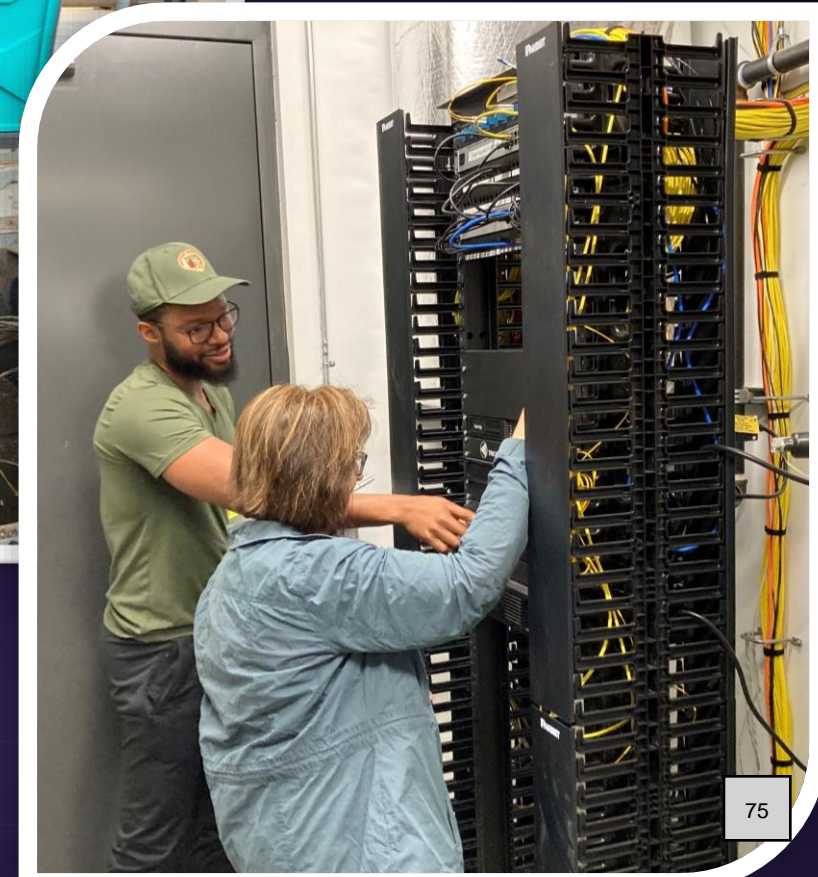
SAFETY INCIDENT REPORTING



Projects to Note

Town Square Installs & Configurations

- Underground Fiber Optic
- 4 Electronic Door Access Hubs
- City & Guest Wifi
- 10 Cameras
- 3 Electronic Doors
- Electronic Screen – Configuration
- Sound System User Training



Projects

Maintenance Projects

- Computer Replacement Project 2023
 - ~90% Complete of 90 Devices
- City Wi-fi Update Project
 - Updated Speed
 - Updated Addressing
 - ~80% Completion

Smaller Projects

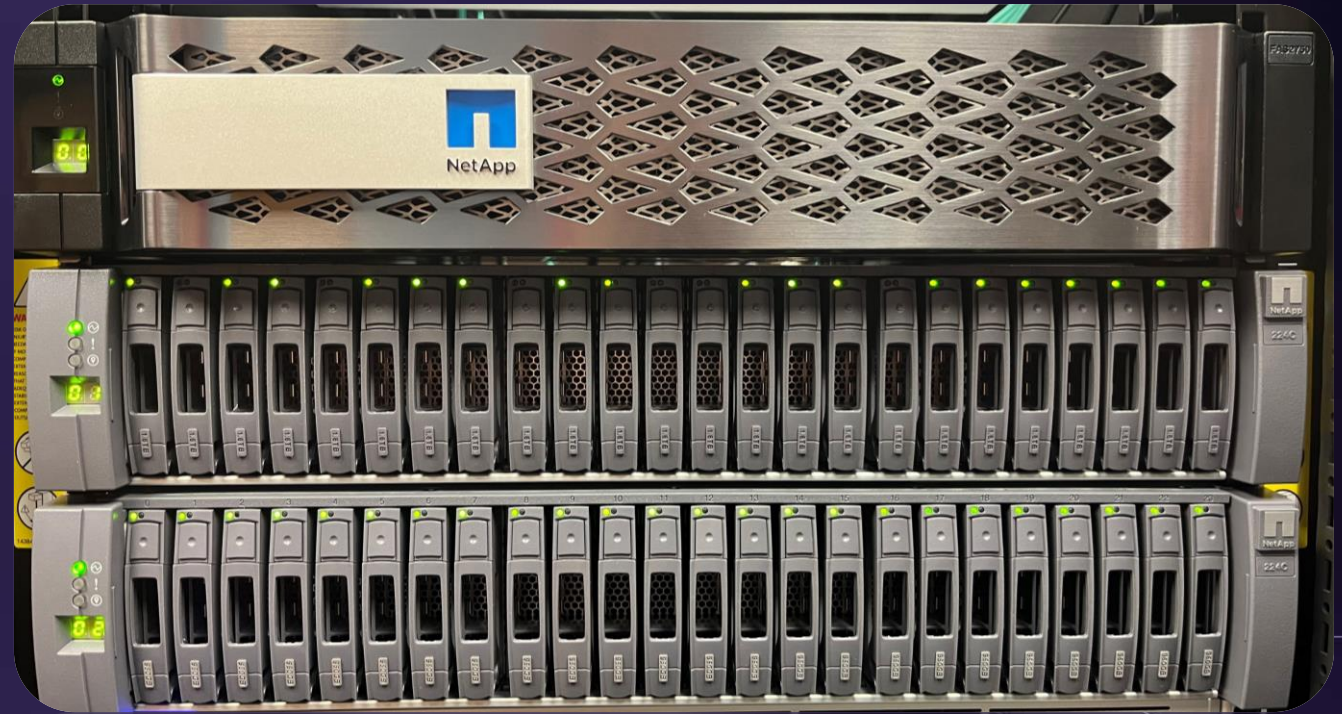
- Library Camera Additions & Information Screen Project
- Integrated V (Permitting/Project Tracking) with GIS for Cemetery Data & Maps

Server Projects

Storage Area Network Installation

- 60 TB Shared Storage Array
- Allows for High Availability
- Project Cost: ~\$85,000

- Updated All Servers to OS 2019
 - Will begin 2022 Upgrades in 2024



Grading Criteria	GT Arch in partnership with Highlands & Prairie		Burns McDonnell in partnership with Alliance Consulting		Dustin D		Josh S		Gary Z		Aaron P		Josh O		Rachel S		Total Available Score	Description of Grading Criteria
	GT Arch in partnership with Highlands & Prairie	Burns McDonnell in partnership with Alliance Consulting	GT Arch in partnership with Highlands & Prairie	Burns McDonnell in partnership with Alliance Consulting	GT Arch in partnership with Highlands & Prairie	Burns McDonnell in partnership with Alliance Consulting	GT Arch in partnership with Highlands & Prairie	Burns McDonnell in partnership with Alliance Consulting	GT Arch in partnership with Highlands & Prairie	Burns McDonnell in partnership with Alliance Consulting	GT Arch in partnership with Highlands & Prairie	Burns McDonnell in partnership with Alliance Consulting	GT Arch in partnership with Highlands & Prairie	Burns McDonnell in partnership with Alliance Consulting	GT Arch in partnership with Highlands & Prairie	Burns McDonnell in partnership with Alliance Consulting		
Ability of Professional Personnel	45	57	7	9	8	9	7	9	8	10	7	10	8	10	10		An evaluation of the consulting firm/team's ability to meet the needs of the City based on the proposed team's credentials and qualifications. Significant consideration may be given to the level of professional credentials to appropriately address the nature and complexity of the project. Consideration may also be given to the overall size and ability of firm to provide additional professional resources if needed.	
Willingness to Meet Time and Budget Requirements	93	107	17	18	15	15	15	19	15	19	15	18	16	18	20		The firm/team's willingness to dedicate appropriate resources (staff, time, equipment, etc.) to meet the City's needs and deadlines. Firms must submit an acceptable project schedule and identify an approach that supports the schedule.	
Location	60	38	10	8	10	0	10	7	10	7	10	8	10	8	10		Does the firm have an office in the City; Relative proximity to the project and/or ability to efficiently and economically mobilize resources and staff to manage all site work required.	
Project deliverables	87	107	14	18	10	15	15	18	18	18	18	18	12	20	20		How the firm will organize and deliver information during and at the completion of the project.	
Related experience on similar projects	38	58	7	9	4	9	6	10	6	10	7	10	8	10	10		How familiar the firm/team is with the specific type of work to be assigned, particularly on complicated projects with compressed schedules to ensure milestones are met.	
Project understanding & approach	124	153	20	26	15	25	23	28	20	25	26	24	20	25	30		A general measure of the research the firm/team has conducted to develop an understanding and approach from initial planning through construction and final deliveries. The firm must demonstrate a thorough understanding of the City's standards and procedures.	
Proposal Total	447	520	75	88	62	73	76	91	77	89	83	88	74	91	100			

Gary's comments: Burns McDonnell have so much more experience with scales and transfer stations and their firm size gives them the advantage over GT. GT is the local firm and Highlands is a good engineering firm but the proposal submittal didn't seem to compare with Burns and McDonnell.

Rachel's comments:
 GT is a smaller firm, does not have prior experience in transfer stations/solid waste, but does have experience with prior city projects.
 Burns and McDonnell is a larger firm with experience specific to transfer facilities and solid waste facilities.
 GT has indicated that they have 5 staff members dedicated to the project.
 Burns and McDonnell has indicated that they have 10 staff members dedicated to the project as well as a construction firm out of Williston to be on-site
 GT is located here in the city.
 Burns and McDonnell is located in Minnesota, but has a firm in Williston dedicated to on-site monitoring.
 GT has shown their schedule through a monthly chart, there are no specifics given as to dates for deliverables.
 Burns and McDonnell has given specific dates for deliverables. Their timeline is a little more stretched out than GT.
 GT has worked on municipal projects and met deadlines but again did not provide specifics on deliverables.
 Burns and McDonnell has worked on multiple transfer station projects and has set a timeline with specific deliverables.
 GT provided information on their previous municipal experience.
 Burns and McDonnell provided their previous work on the Baler Building Expansion as well as their experience with transfer stations that are similar in nature.

Josh O. comments: That's a tough one. Although GT has done a lot of city projects I'm not sure they know what they are getting into. They have no similar experience whereas B&M have done countless projects related to sw transfer type facilities. As far as coordination and deliverables I think whether its in person or via teams it'll be done in a professional way. The nice thing is B&M has all engineering staff on hand whereas GT uses mechanical and electrical firms for assistance. I think the size of the firm and the past experiences of the firm pushes B&M past GT in this project.

Aaron's comments: Burns McDonnell seems to have directly related experience toward the project the City is looking to complete. They have designed multiple facilities similar to what is being considered. The structure of their schedule seems to fit but the only concern is the bid opening toward the end of the construction season may cause some delays. They do not have local staff through the duration of the project.
 Gt is a local organization that has complete many projects for the city. They are very familiar with the city's codes and processes. Their schedule seems to be a bit quick, therefore possibly missing some things on the project which in turn would lead to change orders.
 Although both firms would be qualified for the project, I believe that Burns McDonnell would be the best fit based on their past experiences in the Solid Waste and Recycling industry. They would be able to provide advice to areas needing extra attention as they have designed similar facilities to what we are seeking.

Dustin: No comments provided
 Josh S: No comments provided

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

Prepared by



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

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between City of Dickinson (“Owner”) and Burns & McDonnell Engineering, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Expansion of the baler and recycling building. Components of the project include providing additional space for operations, offices, and employee facilities, and site improvements to improve traffic flow and operations (“Project”). Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows and in any exhibits incorporated herein by reference: Professional services regarding development, design and construction documentation and administration for the expansion of the existing baler/recycling building, including office and locker room improvements, and expansion of the operation area. Services also include design of site improvements, a new scalehouse facility, and material drop-off center.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

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

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

As to subparagraph D.3, the failure of the Owner to so notify the Engineer within twenty-one (21) days from first observance of such fault or defect by Owner shall constitute a waiver against the Engineer of any claim by the Owner based thereon.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within thirty (30) days of receipt (unless applicable prompt payment law requires payment sooner).

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within thirty (30) days after receipt of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day until payment is received by Engineer; and
 2. Engineer may, after giving seven (7) days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Refer to Paragraph 6.06, below.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner as an increase in the Engineer's compensation. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. The foregoing representation of the standard of care shall not apply in connection with, and the Engineer shall have no responsibility for, any consequences from: (1) the Owner's failure to perform a responsibility under this Agreement, or (2) any of the following circumstances:
- a. The discovery, identification, presence, handling, disposal or removal of, or exposure of a person to hazardous materials pre-existing in any form at the Project, including but not limited to asbestos or asbestos products, lead-based paint, PCB or other hazardous materials.
 - b. A modification to, or use of, any drawings, specifications or other documents furnished by the Engineer, which modification or use is not contemplated by this Agreement or approved in writing by the Engineer.
 - c. The Engineer's inability or failure to complete the services by this Agreement as a result of termination of this Agreement by either party prior to the completion of the Project.
- Compliance with the representation set forth in paragraph 6.01.A, subject to the exceptions described in paragraph 6.01.B, is the Engineer's sole and exclusive responsibility with regard to services performed under this Agreement.
- C. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- D. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- E. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- F. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and Regulations in effect at the time the services are rendered.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- G. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- H. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, as modified, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement. If the Owner has specific legal provisions it wishes to include in the General Conditions, it shall retain qualified legal counsel to prepare the same, consistent with the provisions of this Agreement.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents or any schedule for completion of the Work.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Owner's safety programs of which Engineer has been informed in writing.

6.02 *Use of Documents*

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

6.03 *Electronic Transmittals*

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

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on the general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall provide Engineer with a copy of Contractor's certificate of insurance naming Engineer and its Consultants as additional insureds.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall provide for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, affiliates, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least ten (10) days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to ninety (90) days upon seven (7) days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven (7) days written notice to Owner, suspend services under this Agreement, in whole or in part, if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

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

- 1. For cause,
 - a. by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven (7) days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven (7) days written notice if the Engineer's services for the Project are delayed or suspended for more than ninety (90) days in the aggregate for reasons beyond Engineer's control, or for nonpayment under Paragraph 6.06.A.2, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D; or
 - 3) upon seven (7) days written notice if the Engineer's services for the Project are suspended on more than two (2) occasions due to nonpayment.

- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner, unless the notice states a different date to terminate the Engineer's services.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
 - 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
- E. *Liability Upon Suspension or Termination:*
 - 1. Engineer shall not be liable for delays to the Project caused by any suspension under Paragraph 6.06.A.2.
 - 2. In the event of any termination by either party to this Agreement under this Section 6.06, Engineer shall not be liable for Documents or services that are incomplete, nor for errors or omissions contained therein, due to Engineer's inability to complete its intended full scope of services.

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives

(and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this Paragraph prevents Engineer from subcontracting any portion of its services to Consultants.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Constructor, subcontractor, lender or other third-party individual or entity, or to any surety or indemnitor for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of up to thirty (30) days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law. Such negotiations shall include the Designated Representatives of each party identified in this Agreement and required by Paragraph 8.03.A.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then, then the parties may exercise their rights available under North Dakota law.

6.09 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then

Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such losses, damages, or judgment are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Only to the extent allowed under North Dakota law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such losses, damages, or judgment are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or Contractors.
- C. *Environmental Indemnification:* Only to the extent allowed under North Dakota law, Owner shall defend, indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees

and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own willful misconduct. However, to the extent permitted by Laws and Regulations, this indemnity shall cover allegations of any indemnitee's own negligence.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Refer to Exhibit I, Paragraph C.

6.11 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five (5) years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Cost records shall not be requested by Owner for services and expenses contracted on a lump sum or stipulated sum basis.

6.12 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. If the Owner's program includes any level of LEED® certification (or similar) for the Project, the Owner recognizes that the achievement of such certification is subject to third parties over whom the Engineer has no control, and may require the cooperation of the Owner, the Contractor and others. Therefore, the parties agree that if LEED® certification (or similar) is a stated goal of the Owner, the Engineer shall use reasonable care in its design to achieve the same but makes no warranty or guarantee that the Project, when completed, will be certified LEED® nor at any specific level of LEED® (or similar) certification.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Owner's Consultant* – Any third party consultant under direct contract to the Owner to provide design or consulting services not included in Engineer's scope of Basic Services.
25. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
26. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

27. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
28. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
29. *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.
30. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
31. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
32. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
33. *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.
34. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
35. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance

counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
38. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents. The Owner recognizes that that Engineer's designated representative is subject to change due to vacations, sick leave, occasional firm commitments to other clients or projects and that when the designated representative is not available, the Engineer shall identify another suitable person as a replacement.

8.04 *Engineer's Certifications*

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

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

Owner: City of Dickinson

Engineer: Burns & McDonnell Engineering, Inc.

By:

By:



Print name:

Print name: Spencer A. Cronin

Title:

Title: Regional Manager/Environmental Services

Date Signed:

Date Signed: 11/29/2023

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

8201 Norman Center Drive
Suite 500
Bloomington, MN 55437

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Aaron Praus

Matthew Evans, PE

Title: Solid Waste / Recycling Manager

Title: Project Manager

Phone Number: 701-456-7840

Phone Number: 952-222-7249

E-Mail Address: Aaron.Praus@dickinsongov.com

E-Mail Address: maevans@burnsmcd.com

This is **EXHIBIT A**, consisting of 20 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions:

The Project is anticipated to be similar to the conceptual design presented by Burns & McDonnell at the September 6, 2022, City Commission meeting. The conceptual design included the following:

- Office space remodel (approx. 2,000 – 3,000 sf)
 - Office space addition (approx. 3,000 sf)
 - Baler building addition (approx. 12,000 – 13,000 sf)
 - Eight-bay public drop-off area with z-wall for roll-off containers
 - Three new truck scales
 - New scalehouse (approx. 300 square feet)
 - Cold storage building (approx. 4,000 square feet)
 - Site work, including pavement, stormwater control, fencing, gate(s), and other utilities.
2. Any major changes to the conceptual design assumptions will be considered outside the scope of services. Identify potential solution(s) to meet Owner's Project requirements, as needed.

Exhibit A – Engineer's Services

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

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14. Perform or provide the following other Study and Report Phase tasks or deliverables:
 15. Memorandum summarizing the basis of design, including Owner desired changes from the preferred alternative presented in the September 6, 2022, Baler Building Alternative Assessment presentation and other design decisions made after the Effective Date. Furnish electronic review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner. Within 45 days of receipt, assuming a kick-off meeting with the Owner is scheduled within 21 days of Effective Date, Owner shall submit to Engineer any comments regarding the furnished items.
 16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish electronic copies of the revised Report and any other Study and Report Phase deliverables to the Owner within 14 days of receipt of Owner's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - Design development documents (60% design level)
 - Opinion of probable cost (60% design level)

The services to be provided to complete the 60% design include:

- Refinement of the scope of the project identified in Study and Report Phase
- Finalize process and flow diagrams and general arrangement drawings
- Finalize facility layout, mechanical system layout, electrical one-line, and site plans
- Develop outline specifications

Preliminary and Final Design will include the following disciplines:

- Architecture
- Civil
- Structural
- Mechanical and plumbing
- Electrical and communication
- Fire suppression

Exhibit A – Engineer's Services

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

10. Furnish electronic review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 42 days of receipt of geotechnical investigation results and site topography survey, and review them with Owner. Within 21 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner electronic copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 21 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall

supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables:
 - Final bidding documents and specifications
 - Opinion of probable cost

Final design and bidding documents will include:

Plans:

- C-sheets (General / Civil) – title, general notes, civil site plan, grading plan, utilities plan, pavement plan, signage plan, stormwater pollution prevention plan, civil sections and details.
- A-sheets (Architectural) – architectural notes, building floor plans, building elevations, building wall sections, door and window schedules, architectural details
- S-sheets (Structural) – structural notes, building framing plan, foundation plan, structural details
- M-sheets (Mechanical) – mechanical notes, mechanical plan, mechanical schedules, mechanical details
- P-sheets (Plumbing) – plumbing notes, plumbing plan, plumbing schedules, plumbing details
- E-sheets (Electrical) – electrical notes, electrical site plan, building power and lighting plans, communication plan, electrical one-lines, electrical schedules, electrical and communication details,
- F-sheets (Fire) – sprinkler plan, fire alarm plan, fire alarm one-line, fire pump and sprinkler details

Specifications:

- Bidding documents
- Front-end contractual documents
- General requirements
- Technical specifications:

Exhibit A – Engineer’s Services

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

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- Building materials/finishes (multiple divisions)
- Concrete
- Steel reinforcement
- Equipment
- Pre-Engineered Metal Building System
- Plumbing
- Heating, ventilation, and air conditioning
- Electrical
- Communications
- Earthwork
- Utilities

Design Assumptions:

- Utilities for the new facility are assumed to be as follows: new electrical transformer will be provided by the utility near the new facility.
- Road improvements to Energy Drive are not included in the scope of services other than repairs for utility tie-ins.
- It is assumed no fire pump will be required for the fire suppression sprinkler system, and the existing watermain along Energy Drive will provide sufficient water supply where water storage tanks will not be required.
- Engineer shall assist the Owner with new scale software and hardware integration. Engineer will review up to three new software and hardware packages with the Owner. Owner will select one of the packages for integration into the new scalehouse facility. Applicable wiring diagrams are assumed to be provided by the selected package manufacturer for rough-in design.
- Electrical scope to include rough-in design only for electronic security (access controls and CCTV). It is assumed Owner to provide integration of CCTV equipment. Engineer will include in contract documents requirement that Contractor coordinate with City security/IT staff during construction.
- Back-up generator system and lightning protection design is not included in electrical scope. Existing back-up generator will be evaluated to determine if new circuits are needed as part of the expansion of the baler building.
- It is anticipated that stormwater run-off from the new facility will be managed by on-site detention pond(s) prior to discharging off-site with equal pre- and post-development run-off flows for a 5-year 24-hour storm. No off-site hydrologic modeling is included in the scope of services.
- A geotechnical investigation will be completed by others. Engineer assumes the geotechnical investigation will be at a level of accuracy and provide the information necessary for the civil design including (but not limited to) earthwork recommendations, excavation requirements, dewatering requirements, stabilized groundwater level

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measurements, corrosion potential and chemical attack to concrete, and pavement design. Engineer also assumes the geotechnical investigation will be certified by a licensed professional engineer registered in the State of North Dakota.

- Engineer assumes the site does not contain any geological hazards including (but not limited to) karst, weak soils, expansive soils, undocumented fill material, unsuitable fill, etc.
 - Engineer assumes the project area is not located within the 100-year flood plain or any other flood restricted area.
 - No sanitary and/or storm water lift stations will be required for the project. If required, the design(s) will be completed by others.
 - The entrance driveway(s) to the facility will not require any traffic signals or additional traffic lanes off of the existing public roads.
 - The project will be designed and constructed in one phase (i.e. one construction plans and specifications package will be prepared).
 - Industrial storm water permitting (if required) or the preparation of a Spill Prevention, Control, and Countermeasure (SPCC) Plans (if required) will be completed by others.
 - Submittal of the final Issued for Bid design documents will be sufficient for NDDEQ permit approval. No other NDDEQ permitting is included in the scope of work.
 - City Development departments will review draft plans for incorporation into the final design documents.
 - Engineer will prepare a construction specific Stormwater Pollution Protection Plan (SWPPP) for the construction project.
 - Building permits will be obtained by others.
10. Furnish for review by Owner, its legal counsel, and other advisors, electronic copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 42 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 21 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit electronic final copies of such documents to Owner within 21 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: Not used
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.
- C. The inclusion of any contractor or subcontractor on the list of bidders does not constitute any endorsement or warranty by the Engineer, and the Owner shall exercise its own due diligence in reviewing the qualifications and experience, and check the references of, any prospective contractor or subcontractor, and in making a final selection of the qualified contractor and subcontractors for this Project.
- D. The Engineer's Basic Services include one (1) set of Bidding Documents. If the Owner desires to solicit bids on various bid packages, or to obtain sequential bids over time, then the Engineer's services to prepare multiple bid packages, distribute the same and to administer multiple biddings shall be Additional Services.

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during

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the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work since these are solely the Contractor's duties and responsibilities under the Contract Documents. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, considering the number of RFI's pending and the complexity of the requested information, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted. Shop Drawings, Samples, and other required Contractor submittals not bearing a professional seal and signature, when required, may be rejected without review.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the

design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from

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Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: None
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

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

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one (1) month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor. Such meeting shall not exceed sixteen (16) hours as Basic Services.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
Not used
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve (12) months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

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13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness (fact or expert) for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

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28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

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

9. Providing more than twenty-four (24) visits to the Project site by the Engineer or its Consultants over the duration of the Project during construction. A site visit or inspection by a Consultant of the Engineer shall be deemed to be a visit or inspection by the Engineer.
10. Providing more than two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete, consisting of one (1) inspection and one (1) re-inspection.

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Owner's Responsibilities

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

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

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

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

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

T.1 For any Owner Consultant, the Owner agrees to provide the Engineer certification of liability insurance for any independent design consultant, engineer or laboratory hired by the Owner whose documents are to be bound with the Engineer's set of construction documents for bidders, or otherwise utilized on the Project. If such certification is not furnished, the Engineer shall not bind the consultant's documents into the Engineer's Documents for bidding or construction.

T.2 The Engineer disclaims any responsibility for any plans, specification, estimates, reports, surveys, tests, or other documents or instruments, or any part thereof, prepared by the Owner's Consultants, and the Engineer's liability to the Owner shall be limited to those documents prepared by and services rendered by the Engineer or its employees, agents and Consultants.

T.3 If the Owner requires that any assembly, system, product item of material, or design be included in the Project without (or against) the Engineer's recommendation, or if the Owner selects a contractor, subcontractor, or material fabricator, or any assembly, system, product or item of material, without (or against) the Engineer's recommendation, the Engineer shall have no responsibility for such decision by the Owner or for the performance of such owner-specified items or persons, nor shall the Engineer be required to issue any opinion or certificate with respect to such items or the work of such persons.

T.4 In the event that the Owner furnishes the Engineer with documents showing existing conditions, or prior projects or designs for the Engineer's use in connection with the Project, the Owner represents to the Engineer that with regard to all such documents and designs, including the Architectural Works depicted therein, whether in hard copy or on computer disk format (hereafter collectively referred to as the "documents"), the Owner is the true and legal owner, licensee or assignee of the copyrights in and to all such documents and grants Engineer a royalty-free license to copy such documents. Owner recognizes that the use of such documents by Engineer will be at Owner's sole risk and without any liability, risk or legal exposure to the Engineer.

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Payments to Engineer for Services and Reimbursable Expenses

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be \$886,000 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$29,000
b. Preliminary Design Phase	\$195,000
c. Final Design Phase	\$261,000
d. Bidding or Negotiating Phase	\$32,000
e. Construction Phase	\$361,000
f. Post-Construction Phase	\$8,000
5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.1.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will

be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Resident Project Representative – Standard Hourly Rates

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

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$165,000 based upon the following RPR assumptions. The estimated compensation amount for Resident Project Representative Services is included in C2.01, Compensation for Basic Services, 4(e) Construction Phase.

It is assumed that full-time RPR observation will be during significant portions of work including subsurface utility construction, concrete placements, initial steel erection activities, and scale installation. Part-time observation and documentation to be provided for all other components of the project. Engineer has assumed 10-weeks of full time RPR services with average of 40 hours per week, and 55 weeks of part-time RPR services with an average of 8 hours per week for an assumed 15-month construction schedule (Fall 2024 through 2025).

A total of 840 hours has been assumed for RPR services on-site. If additional hours are required due to Contractor's performance and/or construction schedule extensions, Engineer will notify Owner and receive authorization from Owner for additional time and costs prior to performing additional services.

A. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

B. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Additional Services – Standard Hourly Rates

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

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

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

- B. *Compensation For Reimbursable Expenses:*
 - 1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 - 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants’ charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 - 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
 - 4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

- C. *Other Provisions Concerning Payment for Additional Services:*
 - 1. Whenever Engineer is entitled to compensation for the charges of Engineer’s Consultants, those charges shall be the amounts billed by Engineer’s Consultants to Engineer times a factor of 1.1.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions (black & white)	\$ 0.06/page
Copies of Drawings	\$ 0.24/sq. ft.
Mileage (auto)	\$ prevailing Federal rate
Air Transportation	at cost
CAD Charge	\$ 9.95/hour
Laboratory Testing	at cost
Health and Safety Level D	not applicable
Health and Safety Level C	not applicable
Meals and Lodging	at cost

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

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

- 1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- 2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$72.00
Technician *	6	\$92.00
Assistant *	7	\$111.00
	8	\$152.00
	9	\$181.00
Staff *	10	\$204.00
	11	\$223.00
Senior	12	\$252.00
	13	\$273.00
Associate	14	\$281.00
	15	\$283.00
	16	\$285.00
	17	\$287.00

NOTES:

- 1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
- 2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2024, and are subject to revision thereafter.

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

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.

It is assumed that full-time RPR observation will be during significant portions of work including subsurface utility construction, concrete placements, initial steel erection activities, and scale installation. Part-time observation and documentation to be provided for all other components of the project. Engineer has assumed 10-weeks of full time RPR services with average of 40 hours per week, and 55 weeks of part-time RPR services with an average of 8 hours per week for an assumed 15-month construction schedule (Fall 2024 through 2025).

A total of 840 hours has been assumed for RPR services on-site. If additional hours are required due to Contractor’s performance and/or construction schedule extensions, Engineer will notify Owner and receive authorization from Owner for additional time and costs prior to performing additional services.

- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
 - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Start-ups:*
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
11. *Records:*
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

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

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

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

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

This is **EXHIBIT E**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER’S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

- 1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

NONE

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

Insurance

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

G6.05 *Insurance*

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- 1) Bodily injury, each accident: \$500,000
- 2) Bodily injury by disease, each employee: \$500,000
- 3) Bodily injury/disease, aggregate: \$500,000

c. General Liability --

- 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
- 2) General Aggregate: \$2,000,000

d. Excess or Umbrella Liability --

- 1) Per Occurrence: \$1,000,000
- 2) General Aggregate: \$1,000,000

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Professional Liability --

- 1) Each Claim Made \$1,000,000
- 2) Annual Aggregate \$1,000,000

g. Other (specify): n/a

2. By Owner:

a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- | | | |
|----|---|-----------|
| 1) | Bodily injury, Each Accident | \$500,000 |
| 2) | Bodily injury by Disease, Each Employee | \$500,000 |
| 3) | Bodily injury/Disease, Aggregate | \$500,000 |

c. General Liability --

- | | | |
|----|--|-------------|
| 1) | General Aggregate: | \$1,000,000 |
| 2) | Each Occurrence (Bodily Injury and Property Damage): | \$2,000,000 |

d. Excess Umbrella Liability

- | | | |
|----|--------------------|-------------|
| 1) | Per Occurrence: | \$1,000,000 |
| 2) | General Aggregate: | \$1,000,000 |

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Other (specify): n/a

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. Burns & McDonnell Engineering Company, Inc.,
Engineer

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed as an additional insured on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Dispute Resolution

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

NONE

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Limitations of Liability

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

A. *Design Contingency*

B. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:*
To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$3,000,000 or the total compensation actually received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee. The parties agree that specific consideration has been given for this limitation and that it is adequate.

C. *Exclusion of Special, Incidental, Indirect, and Consequential Damages.*

1. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons, lost sales and opportunities.

This is **EXHIBIT J**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Special Provisions

Paragraph(s) _____ of the Agreement is/are amended to include the following agreement(s) of the parties:

NONE

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ____ Additional Services to be performed by Engineer
- ____ Modifications to services of Engineer
- ____ Modifications to responsibilities of Owner
- ____ Modifications of payment to Engineer
- ____ Modifications to time(s) for rendering services
- ____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

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

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

OWNER:

ENGINEER:

By: _____
Print
name: _____
Title: _____
Date Signed: _____

By: _____
Print
name: _____
Title: _____
Date Signed: _____



QUALIFICATIONS PREPARED FOR
**CITY OF DICKINSON –
BALER/RECYCLING BUILDING
EXPANSION**
DICKINSON, NORTH DAKOTA
SEPTEMBER 18, 2023

401 West Villard Street, Suite 206
Dickinson, ND 58601
701.483.8434 | GTARCHITECTURE.COM



September 18th, 2023

Selection Committee
City of Dickinson
Dickinson, North Dakota 58601

Re: Baler/Recycling Building Expansion

Dear Selection Committee:

GT Architecture is pleased to present our qualifications for the City of Dickinson's Baler/Recycling Building Expansion project. We have compiled the requested information for your review.

GT Architecture is headquartered in Dickinson and has been in business for over 10 years. We bring a local perspective, as well as unsurpassed commitment to client service. We are vested in this community we live in. We value the relationships we have with area manufacturers, industry, local contractors and the education system. Our team brings a shared commitment to a high level of design excellence and sustainability.

We are dedicated to providing collaboratively balanced service that delivers both quality design and technical excellence, assisting our clients through the design and construction process. GT Architecture is committed to building solutions that respect the decisions of our clients, provide innovative solutions, and establish long-term relationships. We will be patient and thorough with communications, attention to detail and the participatory process for the City of Dickinson.

We look forward to discussing this proposal in person and to answer any questions. Thank you for the opportunity to present our qualifications.

Sincerely,

A handwritten signature in black ink that reads 'Brian Gregoire'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Brian Gregoire, AIA, Principal

brian@gtarchitecture.com



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Image: City of Dickinson, Salt Brine Building

FIRM INFORMATION

GT Architecture is a client-focused design firm headquartered in Dickinson, ND. We take pride in our ability to establish long term friendships with our clients. We start by listening to each client's needs and dreams while offering valuable insight to the building process.

We have a diverse background in commercial, educational, industrial and residential projects. A team approach and broad base of expertise enables us to deliver projects on time and on budget. Our team has the training and skills to produce a creative and thoughtful design based on your needs and desires. We will help you achieve the greatest value in your building while working to reduce construction costs.

HISTORY:
2012 Founded as an S-Corporation Limited Liability Company in ND.

LICENSURE:
Registered to practice Architecture in: ND, SD, MT and TX.

LEADERSHIP EXPERIENCE:

Yrs. Experience	GT	Others	Total
Brian Gregoire	11	8	19 yrs.
Jared Twogood	11	3	14 yrs.

STAFF:
Two partners have ownership in the corporation. There are 4 people in the firm.

Consulting Engineers:

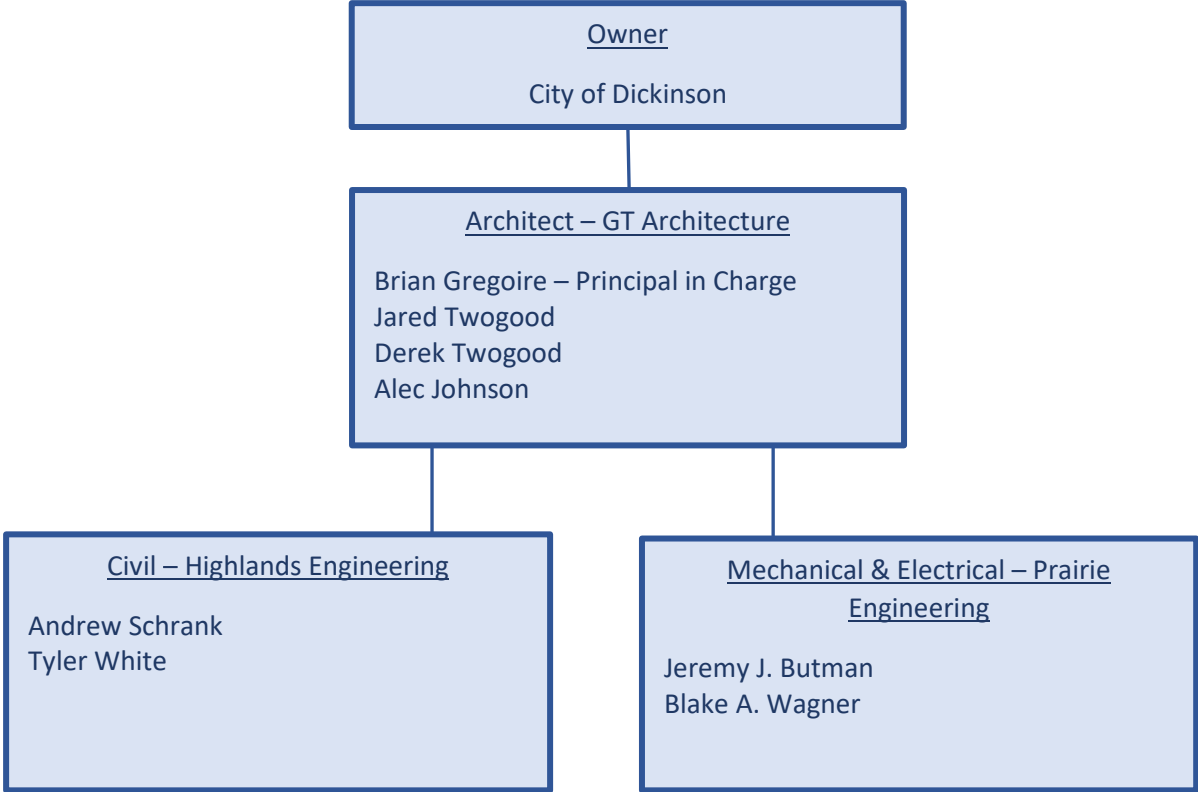
Civil Engineering:



Mechanical & Electrical Engineering:



ORGANIZATIONAL CHART



TEAM MEMBERS



Brian Gregoire, AIA
PRINCIPAL-IN-CHARGE

GT Architecture

YEARS OF EXPERIENCE: 19 | LICENSED ARCHITECT: ND# 1883

RELEVANT PROJECT EXPERIENCE:

- Dickinson Public Schools, Dickinson, ND
 - Jefferson Elementary Re-roof
 - Master Plan
- Dickinson SDA School, Dickinson, ND
- Elgin Public School Boiler Upgrade, Elgin, ND
- Flasher Public School, Flasher, ND
 - High School & Gymnasium Addition
 - Vo-Tech Addition
- Grasslands Montessori, Dickinson, ND
- Killdeer Public School, Killdeer, ND
 - Concessions Building
 - Grandstands & Press Box Remodel
 - Modular Classrooms
- New England Public School Addition, New England, ND
- ABLE, Dickinson, ND
 - T-Rex Mall Exterior Renovation
 - T-Rex Mall Interior Renovation
 - Hettinger Group Home
- Baker Boy Interior Remodel, Dickinson, ND
- City of Dickinson, Dickinson, ND
 - City Hall Renovation
 - Armory Building Exterior Repairs
 - Salt Brine Building
 - Mausoleum Expansion
- Consolidated Telcom, Dickinson, ND
 - Operations Center North
 - Operations Center West
 - Headquarters Exterior Improvements
 - Office Building
- Steffes, LLC, Dickinson, ND
 - Skids Manufacturing Facility
 - Service Building Expansion
 - New Building, Midland, TX

Brian has been completing projects throughout Dickinson, ND and the surrounding region throughout his 19-year career. Brian's attention to detail and focus on client services has earned the loyalty of his clients. He works with his clients to deliver architectural solutions that meet immediate and long-term needs as well as achieve budget and schedule goals.



Jared Twogood, Associate AIA

PROJECT MANAGER

GT Architecture

YEARS OF EXPERIENCE: 14

RELEVANT PROJECT EXPERIENCE:

- Dickinson Public Schools, Dickinson, ND
 - Jefferson Elementary Re-roof
 - Master Plan
- Dickinson SDA School, Dickinson, ND
- Elgin Public School Boiler Upgrade, Elgin, ND
- Flasher Public School, Flasher, ND
 - High School & Gymnasium Addition
 - Vo-Tech Addition
- Killdeer Public School, Killdeer, ND
 - Concessions Building
 - Grandstands & Press Box Remodel
 - Modular Classrooms
- New England Public School Addition, New England, ND
- ABLE, Dickinson, ND
 - T-Rex Mall Exterior Renovation
 - T-Rex Mall Interior Renovation
 - Hettinger Group Home
- Baker Boy Interior Remodel, Dickinson, ND
- City of Dickinson, Dickinson, ND
 - City Hall Renovation
 - Salt Brine Building
- Consolidated Telcom, Dickinson, ND
 - Operations Center North
 - Operations Center West
 - Headquarters Exterior Improvements
 - Office Building
- Steffes, LLC, Dickinson, ND
 - Skids Manufacturing Facility
 - Service Building Expansion
 - New Building, Midland, TX

Jared has worked on a wide variety of commercial, public, educational and residential projects. His use of AutoCAD programs and 3-D rendering programs make him a well-rounded asset throughout the design process. His hands-on experience in the construction field has proven to be extremely beneficial. Understanding the construction process helps him to communicate and coordinate with contractors skillfully while giving owners a greater understanding of the progress of the projects.



Blake A. Wagner, P.E.

MECHANICAL ENGINEER

PRAIRIE ENGINEERING P.C.

YEARS OF EXPERIENCE: 9 | LICENSED ENIGNEER: ND# PE-28001

RELEVANT PROJECT EXPERIENCE:

- 2020 Northeast Bismarck Elementary School – Bismarck, ND
- 2020 Northwest Bismarck Elementary School – Bismarck, ND
- Bismarck High School Addition – Bismarck, ND
- Bismarck Public Library Remodel, Bismarck, ND
- Century High School Addition – Bismarck, ND
- Dickinson Research Extension Center – Dickinson, ND
- Edison Elementary School Classroom Addition – Minot, ND
- Edwin Loe Elementary School Addition & Remodel – New Town, ND
- Lakewood Elementary School – Mandan, ND
- Mandan High School – Mandan, ND
- Max School HVAC Upgrade – Max, ND
- NDNG Building 4300 FMS#4 Building Addition – Devils Lake, ND
- Nedrose High School – Minot, ND
- North Dakota's Gateway to Science, Bismarck, ND
- NorthWest Art Center at Minot State University, Minot, ND
- Perkett Elementary School Addition – Minot, ND
- Souris River Campus Remodel – Minot, ND
- Southwest CTE Academy, Dickinson, ND
- Stark County Courthouse Heating System Upgrade, Dickinson, ND
- Stark County Office Building, Dickinson, ND
- Theodore Roosevelt Center, DSU, Dickinson, ND
- UTTC Education Building Remodel – Bismarck, ND
- UTTC Wellness Center Lobby/Breakroom Remodel – Bismarck, ND
- Westhope School Remodel – Westhope, ND

Blake's experience includes designing mechanical systems for commercial, industrial, residential, and manufacturing facilities. He is also competent in performing building calculations for payback analysis of building materials and systems, preparing cost estimates, energy modeling, HVAC systems design, building mechanical and plumbing systems modeling, and preparing plans and specifications. Individual projects incorporate ease of installation and maintenance, and consideration for future modification and expansion.



Jeremy J. Butman, P.E.
ELECTRICAL ENGINEER

PRAIRIE ENGINEERING P.C.

YEARS OF EXPERIENCE: 19 | LICENSED ENGINEER: ND# PE-5943

RELEVANT PROJECT EXPERIENCE:

- Bismarck High School Auditorium Addition, Bismarck, ND
- Bismarck Public Library Remodel, Bismarck, ND
- Bowman Elementary School Addition, Bowman, ND
- Bowman Middle School Addition and Remodel, Bowman, ND
- BSC Schafer Hall First Floor Remodeling, Bismarck, ND
- Burleigh County Courthouse Remodel, Bismarck, ND
- Century High School Addition, Bismarck, ND
- Confluence Area Interpretive Site, Fort Buford, ND
- Dickinson Research Extension Center, Dickinson, ND
- First United Methodist Church, Dickinson, ND
- Lakewood Elementary School, Mandan, ND
- Life Skills Center, Medora, ND
- Linton Hospital Remodel, Linton, ND
- Lord of Life Lutheran Church Addition, Bismarck, ND
- Lord of Life Lutheran Church Addition and Remodel, Bismarck, ND
- Mandan High School, Mandan, ND
- Mandan Middle School, Mandan, ND
- Morton County LEC Remodel, Mandan, ND
- North Dakota's Gateway to Science, Bismarck, ND
- Prairie Rose Elementary School, Dickinson, ND
- Sacred Heart Catholic Church, Wilton, ND
- Southwest CTE Academy, Dickinson, ND
- Southwest Multi-County Correctional Center Security Upgrade, Dickinson, ND
- Stark County Courthouse Security Upgrade, Dickinson, ND
- Stark County Courthouse Expansion, Dickinson, ND
- Stark County Office Building, Dickinson, ND
- Theodore Roosevelt Center, DSU, Dickinson, ND
- UTTC Education Building Remodel – Bismarck, ND

Jeremy has worked in the field as a telecommunications technician and telecommunications engineer. This has provided him with background knowledge of design and installation of different building systems. While at Prairie Engineering, Mr. Butman has had design experience ranging from schools and churches to street lighting and lift stations. This has given him a diverse perspective when designing projects, incorporating ease of use and maintenance, making considerations for future expansions, and appealing to the aesthetic aspects. Finding solutions to unique circumstances and working with all parties during every stage of a project are items Mr. Butman feels are necessary to provide a successful final product.



Andrew Schrank, PE, CFM

CIVIL ENGINEER

Highlands Engineering & Surveying, PLLC

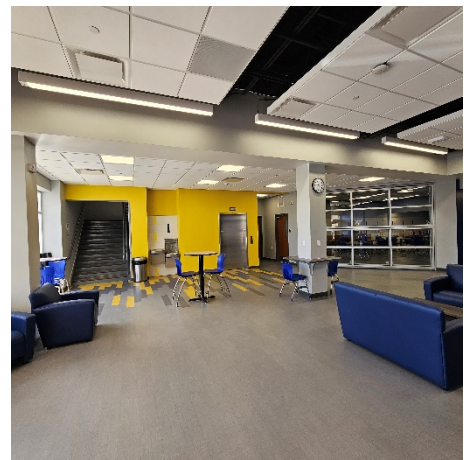
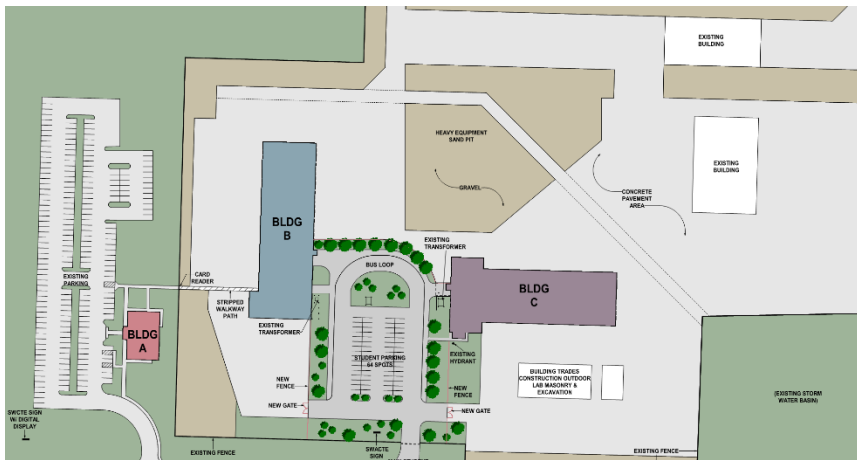
YEARS OF EXPERIENCE: 13 | LICENSED ENGINEER: ND#9814

RELEVANT PROJECT EXPERIENCE:

- Sanford Sports Complex, Dickinson, ND
- 1173 Mall Renovation, Dickinson, ND
- Dickinson Mausoleum Expansion, Dickinson, ND
- New England School Addition, New England, ND
- Ray Public School Addition, Ray, ND
- American Bank Center, Dickinson, ND
- Stark County Office Complex, Dickinson, ND
- Dunn County Road Department Headquarters, Killdeer, ND
- Marathon Mandan Refinery New Lab Building, Mandan, ND
- Killdeer Mountain Manufacturing Facilities Building Addition, Dickinson, ND
- Steffes Corporation East Building Addition, Dickinson, ND
- Dunn County Courthouse, Manning, ND
- Public Safety Center, Dickinson, ND

Andrew has worked on numerous land and site development projects in the Dickinson area and throughout Western North Dakota. These projects have consisted of site development of single lots to full subdivisions for a wide range of residential, commercial, and industrial development projects. Andrew's experience has been focused mainly in and around the city of Dickinson. He is well-versed in local planning and engineering requirements for the area, and he is very experienced in coordinating with local city staff.

EXPERIENCE



Southwest Area CTE Academy

Dickinson, North Dakota

GT Architecture is working to remodel 3 existing buildings for the Southwest Area CTE Academy. The Academy will serve 6 of the surrounding K-12 school districts along with DSU. During the space planning the design team worked closely with the owner to utilize existing spaces as much as possible to reduce expenses for demolition and remodeling of spaces. Being that the design utilizes an existing structure as well as most of the major systems the overall construction costs and timeframes will be greatly reduced from that of the construction of a new facility. Construction has begun and is scheduled to be completed in the fall of 2023, prior to the start of the school year.

Project Data:

Owner: Dickinson Public Schools

444 4th St W, Dickinson, ND 58601

Size: 110,000 SF

Capacity: to be determined

Cost: \$10.0M

Change Orders: NA

Completed: Currently under Construction

Client Contact: Aaron Anderson, CTE Director, 701.456.0002 x2218

Firm of Record: GT Architecture

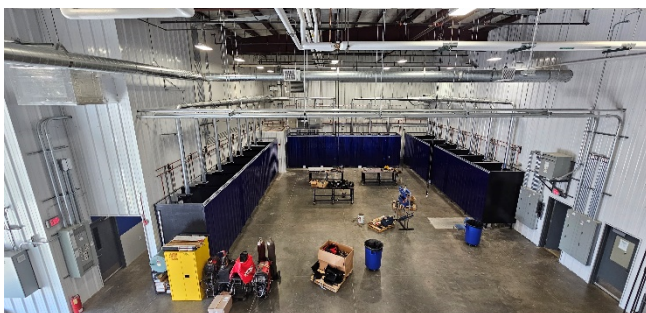
Services Provided: MP - CA

Delivery Method: Bid

Assigned Staff Involvement:

Brian Gregoire, AIA – PIC

Jared Twogood - PM





City of Dickinson – Mausoleum Expansion

Dickinson, North Dakota

GT Architecture worked with the City of Dickinson to masterplan and develop additional burial space at the current mausoleum site. The original mausoleum was built in the 1990's and a need for additional burial options has become a concern for the City. A growing demand for niche spaces along with traditional crypt spaces were incorporated into the design. With the additional mausoleum to the site, the City is better prepared to help the public with their burial needs for the next 30 years. The mausoleum is scheduled to be completed late Spring of 2023.

Project Data:

- Owner:** City of Dickinson
- Cost:** \$1.48M
- Change Orders:** \$25,000
- Completed:** Completed 2023

- Client Contact:** Gary Zuroff, Public Works Director, 701.456.7022

- Firm of Record:** GT Architecture
- Services Provided:** MP - CA
- Delivery Method:** Single Prime

- Assigned Staff Involvement:**
Brian Gregoire, AIA – PIC
Alec Johnson - PM





Choice Bank

Dickinson, North Dakota

Choice Bank needed additional space for their growing business and selected GT Architecture to help design a new bank to better serve their customer's needs. Choice Bank purchased a section of land for their new location and GT Architecture is in the process of master planning and developing building plans to eventually go out for Bids Summer of 2023.

Project Data:

- Owner:** Choice Bank
- Size:** 10,000 SF
- Cost:** TBD
- Change Orders:** NA
- Completed:** Currently Bidding

- Client Contact:** Jerry Shobe, Growth & Business Development Leader, 701.224.7048

- Firm of Record:** GT Architecture
- Services Provided:** MP - CA
- Delivery Method:** Single Prime

- Assigned Staff Involvement:**
Jared Twogood, Assoc. AIA – PIC
Derek Twogood - PM





New England Public School Addition & Remodel

New England, North Dakota

GT Architecture worked with the school to design an addition to overcome many issues such as providing more academic options, relieving overcrowding and providing quality spaces for 21st century learning. The project consists of an addition and partial remodel to the existing K-12 school. The addition includes a new gymnasium in order to accommodate the many grade levels throughout the school day as well as all the sporting activities. The school was in desperate need of a new Commons/Cafeteria area to accommodate all the sessions of lunch as well as provide an effective area for students to gather before and after school. Many students had limited access to quality learning spaces, so the existing administrative offices were converted into small classrooms, ITV rooms and breakout spaces. The administrative offices were relocated to the building's new main entrance. The decision was made to move the Fitness Room to a location that offers public access outside of school hours. This provided a much-needed community service while making the space accessible for students after hours.

Project Data:

- Owner:** New England Public School
1200 Main St, New England, ND 58647
- Size:** 40,000 SF
- Capacity:** 400 Students
- Cost:** \$10.6M
- Change Orders:** \$300,000
- Completed:** 2021

- Client Contact:** Kelly Koppinger,
Superintendent, 701.579.4160

- Firm of Record:** GT Architecture
- Services Provided:** MP - CA
- Delivery Method:** CMAR

- Assigned Staff Involvement:**
Brian Gregoire, AIA – PIC
Jared Twogood - PM





Red Rock Ford

Dickinson, North Dakota

GT Architecture was engaged by Red Rock Ford when they decided to look into purchasing the old BJ Services complex. We helped them analyze the existing facility, look at potential layouts and construction costs before they purchased the property.

GT Architecture worked with Ford and Red Rock to put a design together that met all of the Ford corporate requirements while retrofitting the existing facility.

The design includes a very large show room, customer lounge, service and parts departments. The shop will include 30 mechanics bays, EV charging stations, a large parts storage area and a full-service body shop including a large detailing area.

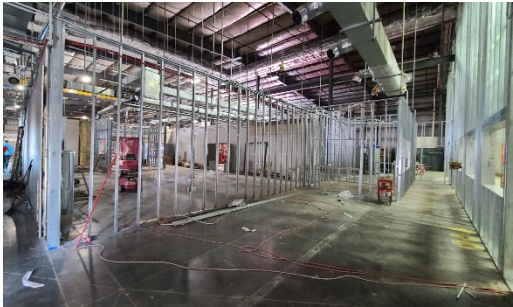
Project Data:

- Owner:** Red Rock Ford
- Size:** 80,000 SF
- Cost:** Undisclosed
- Change Orders:** Undisclosed
- Completed:** Under Construction

Client Contact: Adam Nelson, Owner, 218.531.0103

- Firm of Record:** GT Architecture
- Services Provided:** MP - CA
- Delivery Method:** Single Prime

Assigned Staff Involvement:
Jared Twogood, Assoc. AIA – PIC
Derek Twogood - PM





Killdeer Mountain Manufacturing Production Space

Dickinson, North Dakota

Killdeer Mountain Manufacturing needed additional production space for growing client needs. In order to meet their expansion requirements, the facility needed to expand to the South. The challenge encountered was a steep drop off in the grade. The decision was made to expand the building and step down to a second level once the grade got too steep. This allowed the client to get their desired square footage as well as all of the additional parking required. The addition was designed to allow for an additional 2-story expansion in the future with very minimal remodel, which was very important to the client. The lower level worked well to provide a secure location for the facilities server room as well as to provide an ideal location for a controlled positive pressure fiber optics room. Almost immediately after completing the project, the need for additional space became a reality. We began designing an addition to accommodate several large contracts for electronic components for military and aerospace industries.

Project Data:

- Owner:** Killdeer Mountain Mfg.
1700 Interstate 94 Business Loop E
Dickinson, ND 58601
- Size:** 24,000 SF Phase 1, 32,000 SF Phase 2
- Capacity:** NA
- Cost:** Undisclosed
- Change Orders:** Undisclosed
- Completed:** 2017 Phase 1, 2019 Phase 2

- Client Contact:** Bryan Hanstad, Director of Operations, 701.483.5623

- Firm of Record:** GT Architecture
- Services Provided:** MP - CA
- Delivery Method:** CMAR

- Assigned Staff Involvement:**
Brian Gregoire, AIA – PIC
Jared Twogood - PM





Steffes' East Manufacturing Facility Addition

Dickinson, North Dakota

This project consists of an addition onto Steffes' East manufacturing facility at their Dickinson location. This building's main use is to manufacture treater buildings on skids. In order to meet size requirements and the numerous crane hook heights, the building has 44' sidewalls. The new building consists of manufacturing space as well as a 3-story office in one corner of the building. The first two floors of the office have desks/collaboration space for engineering and breakrooms and the third-floor acts as a large conference/meeting space. The layout utilizes an open office design with large windows to flood all spaces with natural light. It also includes interior windows on all levels to overlook the manufacturing space.

Project Data:

- Owner:** Steffes, LLC.
3050 ND-22, Dickinson, ND 58601
- Size:** 33,000 SF
- Capacity:** NA
- Cost:** Undisclosed
- Change Orders:** Undisclosed
- Completed:** 2019

Client Contact: Todd Meyer, Co-President and Chief Product Officer
701.483.5400

Firm of Record: GT Architecture
Services Provided: MP - CA
Delivery Method: Single Prime

Assigned Staff Involvement:
Brian Gregoire, AIA – PIC
Jared Twogood - PM





Consolidated Telcom

Dickinson, North Dakota

This project was two new buildings constructed of structural steel and precast concrete wall and roofs. The operations centers have an F-3 tornado rating, which will protect the company's vital computers and servers that provide the majority of the region with telecommunication services.

Project Data:

Owner: Consolidated Telcom
507 South Main, Dickinson, ND 58601
Size: 19,060 SF
Capacity: NA
Cost: \$4,505,000.00
Change Orders: Undisclosed
Completed: 2015

Client Contact: Bryan Personne,
CEO/General Manager 701.483.4000

Firm of Record: GT Architecture
Services Provided: MP - CA
Delivery Method: Single Prime

Assigned Staff Involvement:
Brian Gregoire, AIA – PIC
Jared Twogood - PM



ADDITIONAL EXPERIENCE

City of Dickinson

- Dickinson Museum Center
- City Hall Renovation
- Armory Building Exterior Repairs
- Salt Brine Building
- Mausoleum Expansion
- Public Works Office Addition

Steffes, LLC, Dickinson, ND

- Skids Manufacturing Facility, Dickinson, ND
- Service Building Expansion, Dickinson, ND
- New Building, Midland, TX

Consolidated Telcom, Dickinson, ND

- Operations Center North
- Operations Center West
- New Office Building
- Headquarters Exterior Improvements

ABLE, Inc., Dickinson, ND

- T-Rex Mall Exterior Renovations
- T-Rex Mall Interior Renovations
- Hettinger Group Home

Dickinson Public Schools

- Jefferson Elementary Re-roof
- Master Plan
- Southwest Area CTE Academy

Marathon Refinery, Mandan, ND

- Administrative Headquarters Building
- Welding Facility Addition
- New Laboratory Building
- Logistics Killdeer Trucking Facility
- Logistics Dickinson Trucking Facility Refinery Asset Building

Theodore Roosevelt Medora Foundation

- Burning Hills Amphitheatre Restroom Addition
- Medora Old Town Hall Addition

West Dakota Veterinary Clinic

- Interior and Exterior Remodel

State Avenue Veterinary Clinic

- Building Addition
- Facility Assessment

Dickinson Rural Fire Department

- North Station Addition
- South Station Addition

Alexander Fire District

- Building Addition

WORKLOAD

We have plenty of capacity to complete your project in the timeline requested.

CURRENT PROJECTS

Project/Type	Location	Size	Phase
ABLE – T-Rex Interior Remodel	Dickinson, ND	30,000 SF	Construction Administration
Choice Bank	Dickinson, ND	10,000 SF	Construction Administration
Southwest Area CTE Academy	Dickinson, ND	Remodel	Construction Administration
HESS Corporation	Keene, ND	25,422 SF	Construction Administration
Red Rock Ford	Dickinson, ND	Remodel	Construction Administration
Dickinson Museum Center	Dickinson, ND	TBD	Design

**The principal design team members and project manager for the project will be retained until all work has been completed, unless prevented by circumstances outside the firm's control.*

WORKPLAN | APPROACH

Customized Approach

With every project we approach, we seek to customize the design process as appropriate for the client. The project process below illustrates our initial understanding of the project, final methods of gathering information, design process, and the schedule will be reviewed and adjusted as required with the City of Dickinson and other stakeholders at the initial planning meeting prior to the start of work.

Initial Planning Meeting with the City of Dickinson

- Discuss goals and expectations
- Review Project Schedule
- Discuss process for programming & gathering information
- Identify other stakeholders to be part of the process
- Discuss preferred communication approach for keeping all parties informed
- Identify main contacts

Site Analysis & Existing Conditions Review: The selected location for the building will be reviewed, including circulation, access to utilities, zoning, easements, etc. If multiple locations are being explored, GT can assist in the evaluation of those areas to meet access requirements and the ability to accommodate program needs.

The project involves adaptive re-use of existing spaces. GT and their team of engineers will review existing documentation (drawings, surveys, studies, etc.) and follow that up with on-site confirmation of existing conditions. Conditions will be documented and incorporated into the base drawings that will be used as the foundation of the design.

Programming: GT will review any preliminary programming that may have been developed to date as well as ask additional questions for clarification or other items to consider in the programming. Questions asked are: What should be built? What spaces are included? How big are the spaces? Qualities of the space? Special technology or M&E requirements? How are these spaces organized and arranged? How will the buildings/addition relate to the existing facilities and site access?

Other stakeholders may also be identified to gather input on the planning process. Functional proximities and layouts, relationship to other functions, staff efficiencies, security, and sustainability items will be discussed. After the programming meetings, a detailed

program will be prepared to be reviewed by the Owner and other stakeholders prior to finalization.

Conceptual | Schematic Design: Our design team can then proceed with creative design options supported by the information gathered in the previous steps. During this phase GT will develop a variety of layouts, noting differences in cost implications and flexibility to assist the Owner when considering options. Preliminary interior development concepts and finishes will also be discussed at this point. Concepts or parts of options are often combined until the group reaches consensus. When a plan concept has been agreed upon, GT will work to estimate construction and project costs.

Design Development: After establishing the basic layout and design for the project during Schematic Design, the project will move forward into more detailed design. Decisions are made about material selections, systems, finalized layouts with dimensioned plans, exterior elevations, finishes, and interior design. All fixed interior finishes are selected. A cost estimate is developed. Considerations for value engineering are made based on budget. FF&E selections are also made at this time to tie into the rest of the interior development and finish selection and confirm scope in overall project budget.

- **Interior Design:** Once the design layouts have been decided, GT will present several options for interior finishes. Careful selection of finishes such as floor materials/patterns, ceiling and lighting design, wall treatments and colors can create a contemporary and welcoming atmosphere and still provides finishes that are conducive to heavy traffic and require low maintenance. GT has worked on many projects and can create spaces that are welcoming, vibrant, durable, and cost effective by careful selection of materials and attention to detail.
- **Phasing Options:** GT has experience in complex renovations that include owner occupied facilities, phased construction, and fast-tracked projects. During the design process, construction sequencing scenarios including associated design, schedule, and cost ramifications will be discussed with contractors and presented for the Owner to consider. Detailed scheduling and cost analysis will assist the design team in maximizing project potential.
- **Systems Selection:** We will evaluate building systems and materials for several factors: initial and life cycle costs, delivery schedule, construction timeframe, environment sustainability, trades and labor costs. In addition, we take

into consideration when we design your spaces the 4M's; maintenance, moisture, movement and mischief.

Construction Documentation: Once all design decisions have been made, information from Design Development is translated in contractor language. Detailed Construction Drawings and a specification outlining material and product choices are produced (Bid Documents). We will work with the Owner to determine Alternates as necessary for bidding and coordinate any phased construction requirements.

Bidding: GT will submit documents to authorities having jurisdiction, answer bidders' questions and issue any addendum that may be required.

Construction Administration: GT and their consulting engineers will review all contractor submittals (material/product data and shop drawings) for compliance with the contract documents and respond to contractor questions. Construction meetings will be coordinated with the Contractor and be established on a regular basis for coordination, site observation and progress updates. GT will review and certify contractor payment requests monthly, issue supplemental instructions, proposal requests or change orders as needed and conduct a final punch list review when the project is at substantial completion.

Project Closeout: GT Architecture will coordinate project closeout documentation including review of Operation & Maintenance manuals, warranties, as-built drawings and final payment requests. A Record Set will be produced for the Owner. FF&E installation will also be coordinated and reviewed on site.

Post Occupancy Review: GT Architecture will also provide an 11 month walk-thru after project completion to review any items that may be defective that would be covered under the contractor's warranty.

REFERENCES

Todd Meyer, Co-President & Chief Product Officer
Steffes, LLC
3050 Highway 22 N
Dickinson, ND 58601
701.483.5400

Kelly Koppinger, Former Superintendent
New England Public School
1200 Main Street
New England, ND 58647
701.690.1660

Bryan Hanstad, Director of Operations
Killdeer Mountain Manufacturing
1700 I-94 Business Loop East
Dickinson, ND 58601
701.483.5623

Mary Anderson, Executive Director
ABLE, Inc.
1951 1st Street West
Dickinson, ND 58601
701.456.3000

Scott Olin, General Manager
Dickinson Ready Mix Co. & Concrete
37 Westgate Ave
Dickinson, ND 58601
701.483.9175

Aaron Anderson, CTE Director
Southwest Area CTE Academy
444 4th St W
Dickinson, ND 58601
701.793.1283

Travis Bertelsen, Maintenance Supervisor
Billings County Courthouse
495 4th Street
Medora, ND 58645
701.260.2732

Jerry Shobe, Growth & Business Development Leader
Choice Bank
323 18th Street W
Dickinson, ND 58601
701.290.8266

Preliminary Project Schedule		Design Schedule	Schematic Design	Design Development	Construction Documents	Bidding	Procurement	Construction Schedule	Substantial Completion	Punch List	Project Closeout
YEAR 2023											
	October										
	November										
	December										
YEAR 2024											
	January										
	February										
	March										
	April										
	May										
	June										
	July										
	August										
	September										
	October										
	November										
	December										
YEAR 2025											
	January										
	February										
	March										
	April										
	May										
	June										

*Construction schedule is estimated for a 1 year project.

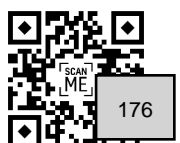
Burns & McDonnell Agreement for the Baler Building Expansion Project - 202216

On September 18, 2023, proposals were received from Burns & McDonnell and GT Architecture for the Baler Building Expansion project. After review by city staff, it was our recommendation to proceed with an agreement with Burns & McDonnell for the project.

This is an agreement for professional services between the City of Dickinson and Burns & McDonnell to provide engineering services through the duration of the Baler Building Expansion project. There are six phases to the project to include study and report, preliminary design, final design, bidding and negotiations, construction, and post construction. The agreement does not include any geotechnical investigations. The total amount of the agreement is \$886,000, in which approximately \$370,000 of the total amount is for the construction and post construction phases.

In 2023, \$50,000 was budgeted for the conceptual design phase, which was completed in August of 2023. An additional \$700,000 was budgeted from the GPT fund in year 2024 to continue to proceed to the final design and construction phases of the project.

City staff and Attorney Wenko have reviewed the agreement and recommend approval.



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

Prepared by



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American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between City of Dickinson (“Owner”) and Burns & McDonnell Engineering, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Expansion of the baler and recycling building. Components of the project include providing additional space for operations, offices, and employee facilities, and site improvements to improve traffic flow and operations (“Project”). Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows and in any exhibits incorporated herein by reference: Professional services regarding development, design and construction documentation and administration for the expansion of the existing baler/recycling building, including office and locker room improvements, and expansion of the operation area. Services also include design of site improvements, a new scalehouse facility, and material drop-off center.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

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

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

As to subparagraph D.3, the failure of the Owner to so notify the Engineer within twenty-one (21) days from first observance of such fault or defect by Owner shall constitute a waiver against the Engineer of any claim by the Owner based thereon.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within thirty (30) days of receipt (unless applicable prompt payment law requires payment sooner).

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within thirty (30) days after receipt of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day until payment is received by Engineer; and
 2. Engineer may, after giving seven (7) days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Refer to Paragraph 6.06, below.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner as an increase in the Engineer's compensation. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. The foregoing representation of the standard of care shall not apply in connection with, and the Engineer shall have no responsibility for, any consequences from: (1) the Owner's failure to perform a responsibility under this Agreement, or (2) any of the following circumstances:
- a. The discovery, identification, presence, handling, disposal or removal of, or exposure of a person to hazardous materials pre-existing in any form at the Project, including but not limited to asbestos or asbestos products, lead-based paint, PCB or other hazardous materials.
 - b. A modification to, or use of, any drawings, specifications or other documents furnished by the Engineer, which modification or use is not contemplated by this Agreement or approved in writing by the Engineer.
 - c. The Engineer's inability or failure to complete the services by this Agreement as a result of termination of this Agreement by either party prior to the completion of the Project.
- Compliance with the representation set forth in paragraph 6.01.A, subject to the exceptions described in paragraph 6.01.B, is the Engineer's sole and exclusive responsibility with regard to services performed under this Agreement.
- C. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- D. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- E. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- F. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and Regulations in effect at the time the services are rendered.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- G. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- H. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, as modified, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement. If the Owner has specific legal provisions it wishes to include in the General Conditions, it shall retain qualified legal counsel to prepare the same, consistent with the provisions of this Agreement.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents or any schedule for completion of the Work.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Owner's safety programs of which Engineer has been informed in writing.

6.02 Use of Documents

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

6.03 *Electronic Transmittals*

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

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on the general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall provide Engineer with a copy of Contractor's certificate of insurance naming Engineer and its Consultants as additional insureds.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall provide for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, affiliates, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least ten (10) days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to ninety (90) days upon seven (7) days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven (7) days written notice to Owner, suspend services under this Agreement, in whole or in part, if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

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

- 1. For cause,
 - a. by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven (7) days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven (7) days written notice if the Engineer's services for the Project are delayed or suspended for more than ninety (90) days in the aggregate for reasons beyond Engineer's control, or for nonpayment under Paragraph 6.06.A.2, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D; or
 - 3) upon seven (7) days written notice if the Engineer's services for the Project are suspended on more than two (2) occasions due to nonpayment.

- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner, unless the notice states a different date to terminate the Engineer's services.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
 - 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
- E. *Liability Upon Suspension or Termination:*
 - 1. Engineer shall not be liable for delays to the Project caused by any suspension under Paragraph 6.06.A.2.
 - 2. In the event of any termination by either party to this Agreement under this Section 6.06, Engineer shall not be liable for Documents or services that are incomplete, nor for errors or omissions contained therein, due to Engineer's inability to complete its intended full scope of services.

6.06 *Controlling Law*

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

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives

(and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this Paragraph prevents Engineer from subcontracting any portion of its services to Consultants.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Constructor, subcontractor, lender or other third-party individual or entity, or to any surety or indemnitor for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of up to thirty (30) days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law. Such negotiations shall include the Designated Representatives of each party identified in this Agreement and required by Paragraph 8.03.A.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then, then the parties may exercise their rights available under North Dakota law.

6.09 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then

Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such losses, damages, or judgment are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Only to the extent allowed under North Dakota law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such losses, damages, or judgment are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or Contractors.
- C. *Environmental Indemnification:* Only to the extent allowed under North Dakota law, Owner shall defend, indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees

and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own willful misconduct. However, to the extent permitted by Laws and Regulations, this indemnity shall cover allegations of any indemnitee's own negligence.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Refer to Exhibit I, Paragraph C.

6.11 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five (5) years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Cost records shall not be requested by Owner for services and expenses contracted on a lump sum or stipulated sum basis.

6.12 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. If the Owner's program includes any level of LEED® certification (or similar) for the Project, the Owner recognizes that the achievement of such certification is subject to third parties over whom the Engineer has no control, and may require the cooperation of the Owner, the Contractor and others. Therefore, the parties agree that if LEED® certification (or similar) is a stated goal of the Owner, the Engineer shall use reasonable care in its design to achieve the same but makes no warranty or guarantee that the Project, when completed, will be certified LEED® nor at any specific level of LEED® (or similar) certification.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Owner's Consultant* – Any third party consultant under direct contract to the Owner to provide design or consulting services not included in Engineer's scope of Basic Services.
25. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
26. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

27. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
28. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
29. *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.
30. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
31. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
32. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
33. *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.
34. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
35. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance

counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
38. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

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

8.02 *Total Agreement*

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

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents. The Owner recognizes that that Engineer's designated representative is subject to change due to vacations, sick leave, occasional firm commitments to other clients or projects and that when the designated representative is not available, the Engineer shall identify another suitable person as a replacement.

8.04 *Engineer's Certifications*

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

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

Owner: City of Dickinson

Engineer: Burns & McDonnell Engineering, Inc.

By:

By:



Print name:

Print name: Spencer A. Cronin

Title:

Title: Regional Manager/Environmental Services

Date Signed:

Date Signed: 12/5/2023

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

8201 Norman Center Drive
Suite 500
Bloomington, MN 55437

Designated Representative (Paragraph 8.03.A):

Aaron Praus

Title: Solid Waste / Recycling Manager

Phone Number: 701-456-7840

E-Mail Address: Aaron.Praus@dickinsongov.com

Designated Representative (Paragraph 8.03.A):

Matthew Evans, PE

Title: Project Manager

Phone Number: 952-222-7249

E-Mail Address: maevans@burnsmcd.com

This is **EXHIBIT A**, consisting of 20 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions:

The Project is anticipated to be similar to the conceptual design presented by Burns & McDonnell at the September 6, 2022, City Commission meeting. The conceptual design included the following:

- Office space remodel (approx. 2,000 – 3,000 sf)
 - Office space addition (approx. 3,000 sf)
 - Baler building addition (approx. 12,000 – 13,000 sf)
 - Eight-bay public drop-off area with z-wall for roll-off containers
 - Three new truck scales
 - New scalehouse (approx. 300 square feet)
 - Cold storage building (approx. 4,000 square feet)
 - Site work, including pavement, stormwater control, fencing, gate(s), and other utilities.
2. Any major changes to the conceptual design assumptions will be considered outside the scope of services. Identify potential solution(s) to meet Owner's Project requirements, as needed.

Exhibit A – Engineer's Services

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

Exhibit A – Engineer's Services**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.****Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

14. Perform or provide the following other Study and Report Phase tasks or deliverables:
 15. Memorandum summarizing the basis of design, including Owner desired changes from the preferred alternative presented in the September 6, 2022, Baler Building Alternative Assessment presentation and other design decisions made after the Effective Date. Furnish electronic review copies of the Report and any other Study and Report Phase deliverables to Owner within [] days of the Effective Date and review it with Owner. Within 45 days of receipt, assuming a kick-off meeting with the Owner is scheduled within 21 days of Effective Date, Owner shall submit to Engineer any comments regarding the furnished items.
 16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish electronic copies of the revised Report and any other Study and Report Phase deliverables to the Owner within 14 days of receipt of Owner's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - Design development documents (60% design level)
 - Opinion of probable cost (60% design level)

The services to be provided to complete the 60% design include:

- Refinement of the scope of the project identified in Study and Report Phase
- Finalize process and flow diagrams and general arrangement drawings
- Finalize facility layout, mechanical system layout, electrical one-line, and site plans
- Develop outline specifications

Preliminary and Final Design will include the following disciplines:

- Architecture
- Civil
- Structural
- Mechanical and plumbing
- Electrical and communication
- Fire suppression

Exhibit A – Engineer's Services

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10. Furnish electronic review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 42 days of receipt of geotechnical investigation results and site topography survey, and review them with Owner. Within 21 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner electronic copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 21 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall

supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables:
 - Final bidding documents and specifications
 - Opinion of probable cost

Final design and bidding documents will include:

Plans:

- C-sheets (General / Civil) – title, general notes, civil site plan, grading plan, utilities plan, pavement plan, signage plan, stormwater pollution prevention plan, civil sections and details.
- A-sheets (Architectural) – architectural notes, building floor plans, building elevations, building wall sections, door and window schedules, architectural details
- S-sheets (Structural) – structural notes, building framing plan, foundation plan, structural details
- M-sheets (Mechanical) – mechanical notes, mechanical plan, mechanical schedules, mechanical details
- P-sheets (Plumbing) – plumbing notes, plumbing plan, plumbing schedules, plumbing details
- E-sheets (Electrical) – electrical notes, electrical site plan, building power and lighting plans, communication plan, electrical one-lines, electrical schedules, electrical and communication details,
- F-sheets (Fire) – sprinkler plan, fire alarm plan, fire alarm one-line, fire pump and sprinkler details

Specifications:

- Bidding documents
- Front-end contractual documents
- General requirements
- Technical specifications:

Exhibit A – Engineer’s Services

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- Building materials/finishes (multiple divisions)
- Concrete
- Steel reinforcement
- Equipment
- Pre-Engineered Metal Building System
- Plumbing
- Heating, ventilation, and air conditioning
- Electrical
- Communications
- Earthwork
- Utilities

Design Assumptions:

- Utilities for the new facility are assumed to be as follows: new electrical transformer will be provided by the utility near the new facility.
- Road improvements to Energy Drive are not included in the scope of services other than repairs for utility tie-ins.
- It is assumed no fire pump will be required for the fire suppression sprinkler system, and the existing watermain along Energy Drive will provide sufficient water supply where water storage tanks will not be required.
- Engineer shall assist the Owner with new scale software and hardware integration. Engineer will review up to three new software and hardware packages with the Owner. Owner will select one of the packages for integration into the new scalehouse facility. Applicable wiring diagrams are assumed to be provided by the selected package manufacturer for rough-in design.
- Electrical scope to include rough-in design only for electronic security (access controls and CCTV). It is assumed Owner to provide integration of CCTV equipment. Engineer will include in contract documents requirement that Contractor coordinate with City security/IT staff during construction.
- Back-up generator system and lightning protection design is not included in electrical scope. Existing back-up generator will be evaluated to determine if new circuits are needed as part of the expansion of the baler building.
- It is anticipated that stormwater run-off from the new facility will be managed by on-site detention pond(s) prior to discharging off-site with equal pre- and post-development run-off flows for a 5-year 24-hour storm. No off-site hydrologic modeling is included in the scope of services.
- A geotechnical investigation will be completed by others. Engineer assumes the geotechnical investigation will be at a level of accuracy and provide the information necessary for the civil design including (but not limited to) earthwork recommendations, excavation requirements, dewatering requirements, stabilized groundwater level

measurements, corrosion potential and chemical attack to concrete, and pavement design. Engineer also assumes the geotechnical investigation will be certified by a licensed professional engineer registered in the State of North Dakota.

- Engineer assumes the site does not contain any geological hazards including (but not limited to) karst, weak soils, expansive soils, undocumented fill material, unsuitable fill, etc.
 - Engineer assumes the project area is not located within the 100-year flood plain or any other flood restricted area.
 - No sanitary and/or storm water lift stations will be required for the project. If required, the design(s) will be completed by others.
 - The entrance driveway(s) to the facility will not require any traffic signals or additional traffic lanes off of the existing public roads.
 - The project will be designed and constructed in one phase (i.e. one construction plans and specifications package will be prepared).
 - Industrial storm water permitting (if required) or the preparation of a Spill Prevention, Control, and Countermeasure (SPCC) Plans (if required) will be completed by others.
 - Submittal of the final Issued for Bid design documents will be sufficient for NDDEQ permit approval. No other NDDEQ permitting is included in the scope of work.
 - City Development departments will review draft plans for incorporation into the final design documents.
 - Engineer will prepare a construction specific Stormwater Pollution Protection Plan (SWPPP) for the construction project.
 - Building permits will be obtained by others.
10. Furnish for review by Owner, its legal counsel, and other advisors, electronic copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 42 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 21 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit electronic final copies of such documents to Owner within 21 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: Not used
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.
- C. The inclusion of any contractor or subcontractor on the list of bidders does not constitute any endorsement or warranty by the Engineer, and the Owner shall exercise its own due diligence in reviewing the qualifications and experience, and check the references of, any prospective contractor or subcontractor, and in making a final selection of the qualified contractor and subcontractors for this Project.
- D. The Engineer's Basic Services include one (1) set of Bidding Documents. If the Owner desires to solicit bids on various bid packages, or to obtain sequential bids over time, then the Engineer's services to prepare multiple bid packages, distribute the same and to administer multiple biddings shall be Additional Services.

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

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3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during

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the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work since these are solely the Contractor's duties and responsibilities under the Contract Documents. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, considering the number of RFI's pending and the complexity of the requested information, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted. Shop Drawings, Samples, and other required Contractor submittals not bearing a professional seal and signature, when required, may be rejected without review.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the

design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from

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Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

- 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 - 24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: None
 - 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 - 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

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

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one (1) month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor. Such meeting shall not exceed sixteen (16) hours as Basic Services.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
Not used
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve (12) months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

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13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness (fact or expert) for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

Exhibit A – Engineer's Services

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

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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

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

9. Providing more than twenty-four (24) visits to the Project site by the Engineer or its Consultants over the duration of the Project during construction. A site visit or inspection by a Consultant of the Engineer shall be deemed to be a visit or inspection by the Engineer.
10. Providing more than two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete, consisting of one (1) inspection and one (1) re-inspection.

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Owner's Responsibilities

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

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

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

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

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

Exhibit B – Owner's Responsibilities

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

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T.1 For any Owner Consultant, the Owner agrees to provide the Engineer certification of liability insurance for any independent design consultant, engineer or laboratory hired by the Owner whose documents are to be bound with the Engineer's set of construction documents for bidders, or otherwise utilized on the Project. If such certification is not furnished, the Engineer shall not bind the consultant's documents into the Engineer's Documents for bidding or construction.

T.2 The Engineer disclaims any responsibility for any plans, specification, estimates, reports, surveys, tests, or other documents or instruments, or any part thereof, prepared by the Owner's Consultants, and the Engineer's liability to the Owner shall be limited to those documents prepared by and services rendered by the Engineer or its employees, agents and Consultants.

T.3 If the Owner requires that any assembly, system, product item of material, or design be included in the Project without (or against) the Engineer's recommendation, or if the Owner selects a contractor, subcontractor, or material fabricator, or any assembly, system, product or item of material, without (or against) the Engineer's recommendation, the Engineer shall have no responsibility for such decision by the Owner or for the performance of such owner-specified items or persons, nor shall the Engineer be required to issue any opinion or certificate with respect to such items or the work of such persons.

T.4 In the event that the Owner furnishes the Engineer with documents showing existing conditions, or prior projects or designs for the Engineer's use in connection with the Project, the Owner represents to the Engineer that with regard to all such documents and designs, including the Architectural Works depicted therein, whether in hard copy or on computer disk format (hereafter collectively referred to as the "documents"), the Owner is the true and legal owner, licensee or assignee of the copyrights in and to all such documents and grants Engineer a royalty-free license to copy such documents. Owner recognizes that the use of such documents by Engineer will be at Owner's sole risk and without any liability, risk or legal exposure to the Engineer.

This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Payments to Engineer for Services and Reimbursable Expenses

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be \$886,000 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$29,000
b. Preliminary Design Phase	\$195,000
c. Final Design Phase	\$261,000
d. Bidding or Negotiating Phase	\$32,000
e. Construction Phase	\$361,000
f. Post-Construction Phase	\$8,000

An additional lump sum payment of \$15,000 will be invoiced on the first invoice for additional requested insurance coverage.

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.1.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Resident Project Representative – Standard Hourly Rates

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

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$165,000 based upon the following RPR assumptions. The estimated compensation amount for Resident Project Representative Services is included in C2.01, Compensation for Basic Services, 4(e) Construction Phase.

It is assumed that full-time RPR observation will be during significant portions of work including subsurface utility construction, concrete placements, initial steel erection activities, and scale installation. Part-time observation and documentation to be provided for all other components of the project. Engineer has assumed 10-weeks of full time RPR services with average of 40 hours per week, and 55 weeks of part-time RPR services with an average of 8 hours per week for an assumed 15-month construction schedule (Fall 2024 through 2025).

A total of 840 hours has been assumed for RPR services on-site. If additional hours are required due to Contractor's performance and/or construction schedule extensions, Engineer will notify Owner and receive authorization from Owner for additional time and costs prior to performing additional services.

A. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.0.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

B. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Additional Services – Standard Hourly Rates

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.0.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions (black & white)	\$ 0.06/page
Copies of Drawings	\$ 0.24/sq. ft.
Mileage (auto)	\$ prevailing Federal rate
Air Transportation	at cost
CAD Charge	\$ 9.95/hour
Laboratory Testing	at cost
Health and Safety Level D	not applicable
Health and Safety Level C	not applicable
Meals and Lodging	at cost

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

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$72.00
Technician *	6	\$92.00
Assistant *	7	\$111.00
	8	\$152.00
	9	\$181.00
Staff *	10	\$204.00
	11	\$223.00
Senior	12	\$252.00
	13	\$273.00
Associate	14	\$281.00
	15	\$283.00
	16	\$285.00
	17	\$287.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2024, and are subject to revision thereafter.

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

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.

It is assumed that full-time RPR observation will be during significant portions of work including subsurface utility construction, concrete placements, initial steel erection activities, and scale installation. Part-time observation and documentation to be provided for all other components of the project. Engineer has assumed 10-weeks of full time RPR services with average of 40 hours per week, and 55 weeks of part-time RPR services with an average of 8 hours per week for an assumed 15-month construction schedule (Fall 2024 through 2025).

A total of 840 hours has been assumed for RPR services on-site. If additional hours are required due to Contractor’s performance and/or construction schedule extensions, Engineer will notify Owner and receive authorization from Owner for additional time and costs prior to performing additional services.

- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
 - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Start-ups:*
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
11. *Records:*
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

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

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

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

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

This is **EXHIBIT E**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER’S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

- 1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

NONE

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

Insurance

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

G6.05 *Insurance*

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

1. By Engineer:

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

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- 1) Bodily injury, Each Accident \$500,000
- 2) Bodily injury by Disease, Each Employee \$500,000
- 3) Bodily injury/Disease, Aggregate \$500,000

c. General Liability --

- 1) General Aggregate: \$1,000,000
- 2) Each Occurrence (Bodily Injury and Property Damage): \$2,000,000

d. Excess Umbrella Liability

- 1) Per Occurrence: \$1,000,000
- 2) General Aggregate: \$1,000,000

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Other (specify): n/a

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

- a. Burns & McDonnell Engineering Company, Inc.,
Engineer

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed as an additional insured on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Dispute Resolution

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

NONE

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Limitations of Liability

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

- A. *Design Contingency*
- B. *Limitation of Engineer's Liability*
 - 1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:*

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$5,000,000 or the total compensation actually received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee. The parties agree that specific consideration has been given for this limitation and that it is adequate.
- C. *Exclusion of Special, Incidental, Indirect, and Consequential Damages.*
 - 1. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, including but not limited to damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons, lost sales and opportunities.

This is **EXHIBIT J**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Special Provisions

Paragraph(s) _____ of the Agreement is/are amended to include the following agreement(s) of the parties:

NONE

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ____ Additional Services to be performed by Engineer
- ____ Modifications to services of Engineer
- ____ Modifications to responsibilities of Owner
- ____ Modifications of payment to Engineer
- ____ Modifications to time(s) for rendering services
- ____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

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

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

OWNER:

ENGINEER:

By: _____
Print
name: _____
Title: _____
Date Signed: _____

By: _____
Print
name: _____
Title: _____
Date Signed: _____



OCTOBER REPORT

FIRE DEPARTMENT



OUR SERVICES



FIRE SUPPRESSION

The City of Dickinson Fire Department is an ISO Class 3.



EMERGENCY MEDICAL

The City of Dickinson Fire Department operates as BLS non-transport QRU.



FIRE PREVENTION

The City of Dickinson Fire Department provides Fire Prevention and Public Education Services.



REGIONAL RESPONSE

The City of Dickinson Fire Department responds regionally for Haz-Mat, Structural Collapse and Confined Space.

OVERVIEW

166

CALLS FOR
SERVICE

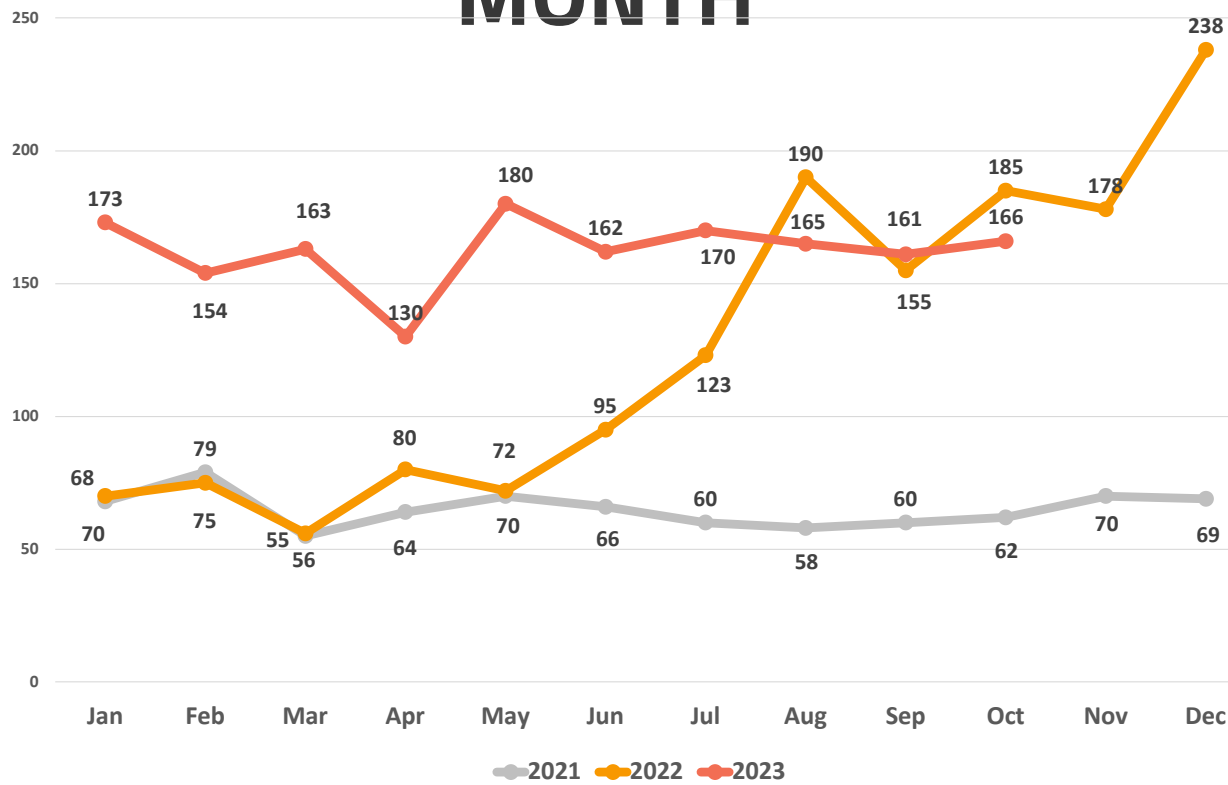
1,76

YEAR-TO-DATE
4

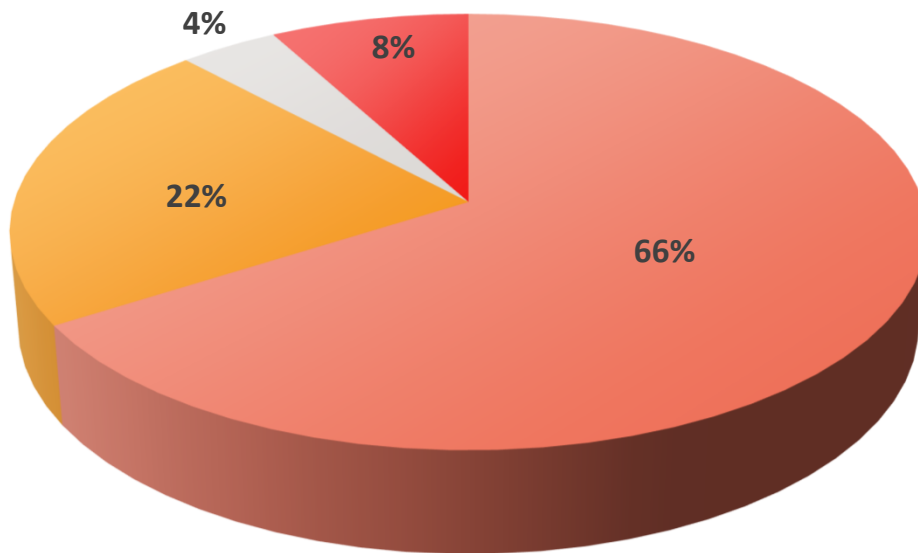
16%

INCREASE FROM 2022

CALLS BY MONTH



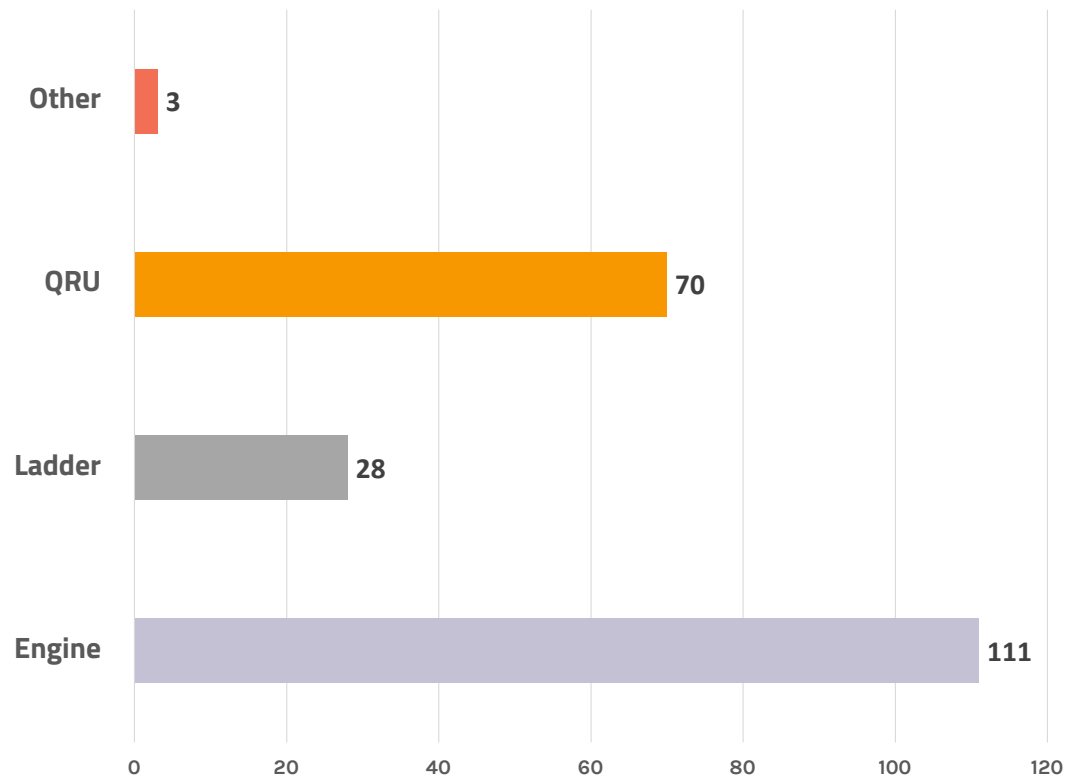
CALL TYPES



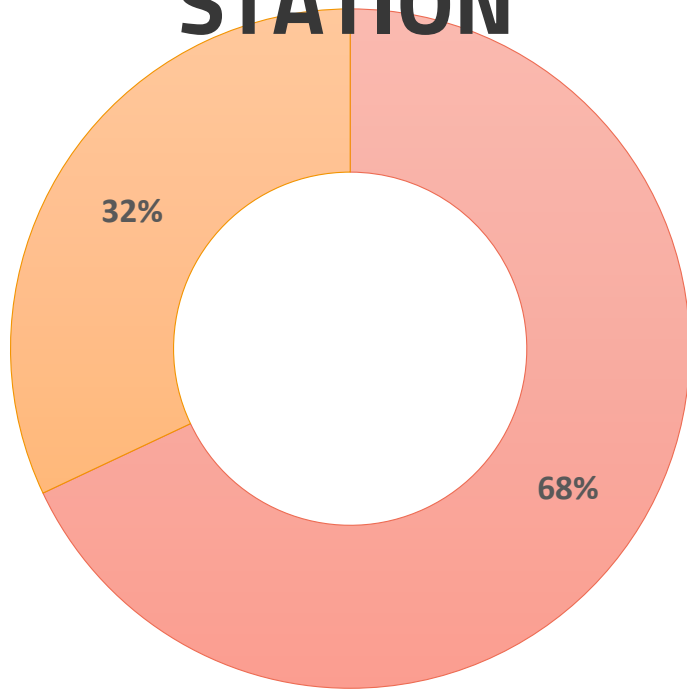
■ EMS ■ False Alarm & Good Intent ■ Fires ■ Hazardous



CALLS BY APPARATUS

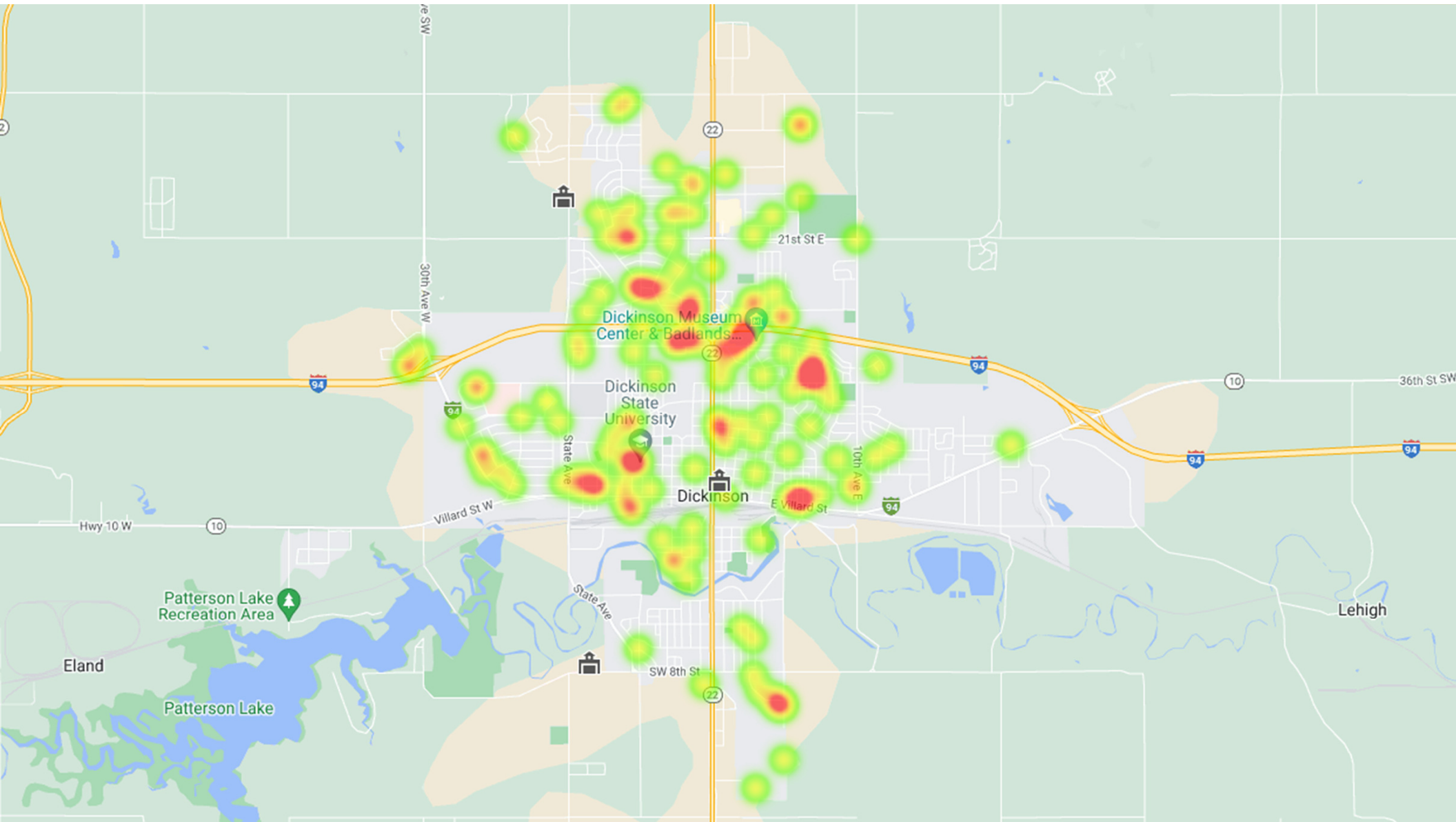


CALLS BY STATION



■ Station 1 ■ Station 2



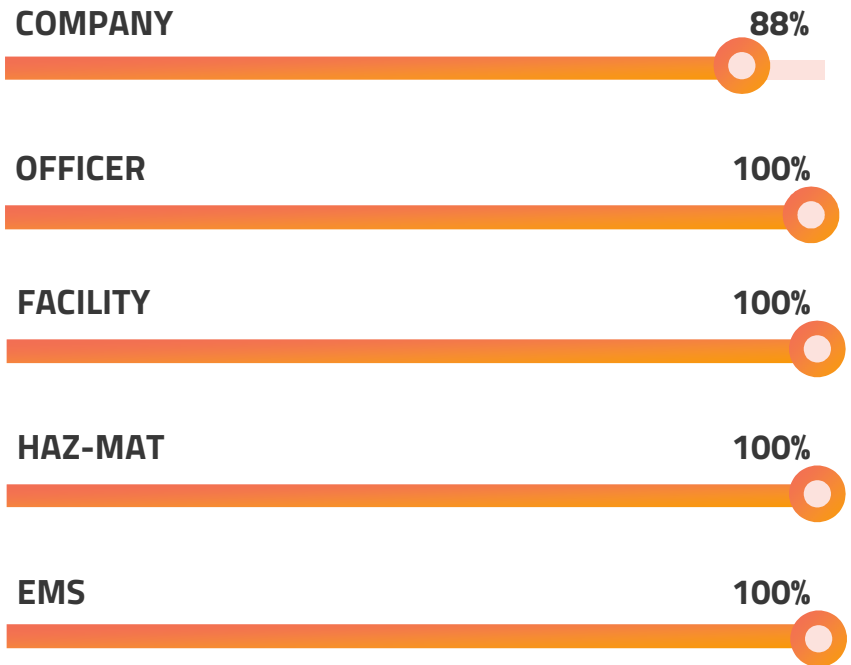


RESPONSE TIMES





TRAINING HOURS



FIRE PREVENTION



44

Routine Inspections



171

Prevention Activities



1

Certificate of Occupancy



QUESTIONS?

ND NATIONAL GUARD REZONE AND FLUM AMENDMENT





STAFF REPORT

To: Planning and Zoning Commission
From: City of Dickinson Planning
Date: November 8, 2023
Re: REZ-007-2023 Energy Center 3rd Addition Rezone

OWNER/APPLICANT

City of Dickinson
 38 1st Street E

Public Hearings:	November 15, 2023	Planning and Zoning Commission
	November 21, 2023	City Commission
	December 5, 2023	City Commission

EXECUTIVE SUMMARY

To consider approval of a rezone petition from General Industrial (GI) to Public (P) of a property legally described as Lot 1, Block 1, Energy Center 3rd. Approval of this Future Land Use Amendment is required for legal conformity of the concurrent rezone petition of this property.

Staff recommends approval of REZ-007-2023. Staff has received no comments from the public.

LOCATION

The property proposed for this Rezone is legally described as Lot 1, Block 1, Energy Center 3rd Addition, located within the SE ¼ Section 1, Township 139N, Range 96W of the 5th Principal Meridian, City of Dickinson, Stark County, North Dakota. The subject parcel is generally located on the west side of Energy Drive, approximately 1,100 feet north of Villard Street E.

CURRENT ZONING	General Industrial
FUTURE LAND USE MAP DESIGNATION	Industrial
GROSS SITE ACREAGE	25.64 acres
LOTS PROPOSED	N/A

NEARBY ZONING & LAND USE		
Direction	Zoning	Land Use
North	GI	Industrial
East	GI	Industrial
South	GI	Industrial
West	GI	Industrial

STAFF ANALYSIS & RECOMMENDATION

The property is owned by the City of Dickinson, and the land uses on the property have been; North Dakota National Guard outdoor equipment storage area on the eastern portion of the property, and the western portion has been used for miscellaneous storage for public works. The new North Dakota National Guard Readiness Center is currently being constructed within the general footprint of what was previously the outdoor equipment storage area. The City of Dickinson staff has been in discussions with the North Dakota National Guard about the City’s proposal for a Public Safety Training Facility on the western portion of the property. The intent is for the North Dakota National Guard and the City of Dickinson Public Safety departments to utilize the others facilities, providing mutual benefit. This City of Dickinson project is currently out for Request for Proposal to complete the engineering and design for the site layout and utility connections with the intent of submitting the plans for a Department of Defense grant in 2024. Both the North Dakota National Guard Readiness Center and the proposed Public Safety Training Facility would be best suited in the proposed Public zoning district.

An amendment to the Future Land Use Map approval of this petition. Staff has reviewed the surrounding GI-zoned area and has determined that approval of the rezone and FLUM amendment will have negligible or no impact on future infill and development of the area.

Compatibility with Local Uses

The introduction of the National Guard Readiness Center and Fire Safety Training Center should have no deleterious effect on nearby local uses. The applicant and those utilizing the subject property must understand that being embedded within General Industrial zoning may lead to future conflicts, depending on the nature of any nearby future industrial development. Per current ordinance, future industrial uses will be permitted in this area.

Compliance with Zoning and Subdivision Regulations

If approved, the subject parcel will comply with requirements as set forth by Articles 39 Zoning and 34 Subdivision.

The Public zoning district is not subject to bufferyard standards set forth in **Section 39.08.005 Bufferyard**. Similarly, the adjacent GI lots are permitted to develop as if the National Guard facility were zoned GI.

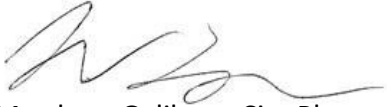
Provisions Table 8-2 Buffer-yard Requirements. If approved, the subject parcel will comply with requirements as set forth by Articles 39 Zoning and 34 Subdivision.

Public Input

As of the date of this report, City staff has not received any public comments.

Staff Recommendation

Staff recommends approval of the Future Land Use Map Amendment FLM-002-2023.



Matthew Galibert, City Planner

APPENDICES

None

ATTACHMENTS

A – Staff report

MOTIONS:

*****Approval*****

*“I move the City of Dickinson Planning and Zoning Commission recommend approval of **FLM-002-2023** as meeting all the requirements of the Dickinson Municipal Code and also being in the interest of the public health, safety and welfare “*

(AND) the following additional requirements (IF THE PLANNING AND ZONING COMMISSION RECOMMENDS ANY ADDITIONS AND/OR DELETIONS TO THE PROPOSED MOTION LANGUAGE):

1. _____;
2. _____.

*****Denial*****

*“I move the Dickinson Planning and Zoning Commission recommend Denial of **FLM-002-2023** as NOT meeting all the requirements of the Dickinson Municipal Code and as being contrary to interest of the public health, safety and welfare.”*



NORTH DAKOTA NATIONAL GUARD
JOINT FORCE HEADQUARTERS
PO BOX 5511
BISMARCK, ND 58506-5511

November 13, 2023

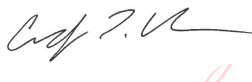
Honorable Scott Decker
Mayor, City of Dickinson
38 1st St W
Dickinson, ND 58601

Dear Mayor Decker:

The North Dakota National Guard fully supports the rezoning petition for the property legally described as Lot 1, Block 1, Energy Center 3rd. Rezoning the property from General Industrial to Public preserves the intent of the property the North Dakota National Guard leases from the from the city. Additionally, the rezoning action allows similar infrastructure to be constructed around the National Guard Readiness Center which is currently under construction.

Thank you for your time on this matter. If you have any questions, please feel free to contact me at (701) 333-2075.

Sincerely,

 Digitally signed by
VOLK.CODY.JOE.1145929403
Date: 2023.11.13 22:07:24
-06'00'

Cody J. Volk
Colonel, North Dakota Army National Guard
G9, Director of Installations and Enviorment

ORDINANCE NO. 17488

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP FOR REZONING AND RECLASSIFYING DESIGNATED LOTS, BLOCKS OR TRACTS OF LAND WITHIN THE ZONING JURISDICTION OF THE CITY OF DICKINSON, NORTH DAKOTA.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF DICKINSON, NORTH DAKOTA, AS FOLLOWS:

Section 1: That the City of Dickinson Zoning Map as provided in the City Code Section 39.04.006, designating the area and boundaries of the “GI” and “P” zoning districts within the municipality jurisdiction of the City of Dickinson, North Dakota, be amended as follows:

1. To reclassify and rezone a 25.84 acre parcel from General Industrial (GI) to Public (P) described as follows:

A tract of land as described in Deed Document No. 3029000, as recorded at the Stark County Clerk and Recorders Office and having the Parcel No. 41-1575-01000-102 and a tract of land having the Parcel No. 41-1575-01000-101 in the Southeast Quarter (SE¼) of Section 1, Township 139 North, Range 96 West of the 5th P.M., Stark County, North Dakota described as follows: Beginning at the northwest corner of a said tract of land as described in Deed Document No. 3029000; thence S87°54’17”E, a distance of 1957.00 feet; thence S01°33’27”W, a distance of 436.94 feet; thence N87°54’17”W, a distance of 1097.60 feet; thence along the arc of a curve to the left with a radius of 366.00 feet, an arc length of 578.40, chord bearing S46°48’06”W, 520.06 feet; thence S01°29’48”W, a distance of 122.28 feet; thence N87°54’17”W, a distance of 490.01 feet; thence N01°32’42”E, a distance of 928.85 feet to the Point of Beginning. Containing 25.84 acres, more or less, and is subject to any previous easements, agreements, conveyances and surveys.

SAID PARCEL CONTAINS 25.84 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS UNLESS OTHERWISE INDICATED BY THIS PLAT

OR

Lot 1, Block 1, Energy Center 3rd Addition, located within the SE¼ Section 1, Township 139N, Range 96W of the 5th Principal Meridian, City of Dickinson, Stark County, North Dakota

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 from and after final passage.

Scott Decker, President
Board of City Commissioners

ATTEST

Dustin Dassinger, City Administrator

First Reading: November 21, 2023
Second Reading: December 5, 2023
Final Passage: December 5, 2023



STAFF REPORT

To: Planning and Zoning Commission
From: City of Dickinson Planning
Date: November 8, 2023
Re: **FLM-002-2023 Future Land Use Amendment**

OWNER/APPLICANT

City of Dickinson
 38 1st Street E

Public Hearings:	November 15, 2023	Planning and Zoning Commission
	November 21, 2023	City Commission
	December 5, 2023	City Commission

EXECUTIVE SUMMARY

To consider approval of a Future Land Use Amendment from Industrial to Public/Civic of a property legally described as Lot 1, Block 1, Energy Center 3rd. Approval of this Future Land Use Amendment is required for legal conformity of the concurrent rezone petition of this property.

Staff recommends approval of FLUM-002-2023. Staff has received no comments from the public.

LOCATION

The property proposed for this Future Land Use Map Amendment is legally described as Lot 1, Block 1, Energy Center 3rd Addition, located within the SE ¼ Section 1, Township 139N, Range 96W of the 5th Principal Meridian, City of Dickinson, Stark County, North Dakota. The subject parcel is generally located on the west side of Energy Drive, approximately 1,100 feet north of Villard Street E.

CURRENT ZONING	General Industrial
FUTURE LAND USE MAP DESIGNATION	Industrial
GROSS SITE ACREAGE	25.64 acres
LOTS PROPOSED	N/A

NEARBY ZONING & LAND USE		
Direction	Zoning	Land Use
North	GI	Industrial
East	GI	Industrial
South	GI	Industrial
West	GI	Industrial

STAFF ANALYSIS & RECOMMENDATION

The property is owned by the City of Dickinson, and the land uses on the property have been; North Dakota National Guard outdoor equipment storage area on the eastern portion of the property, and the western portion has been used for miscellaneous storage for public works. The new North Dakota National Guard Readiness Center is currently being constructed within the general footprint of what was previously the outdoor equipment storage area. The City of Dickinson staff has been in discussions with the North Dakota National Guard about the City’s proposal for a Public Safety Training Facility on the western portion of the property. The intent is for the North Dakota National Guard and the City of Dickinson Public Safety departments to utilize the others facilities to bring mutual benefit. This City of Dickinson project is currently out for Request for Proposal to complete the engineering and design for the site layout and utility connections with the intent of submitting the plans for a Department of Defense grant in 2024. Both the North Dakota National Guard Readiness Center and the proposed Public Safety Training Facility would be best suited in the proposed Public zoning district.

An amendment to the Future Land Use Map is necessary upon approval to rezone the subject property from GI to P (REZ-007-2023). Staff has reviewed the surrounding GI-zoned area and has determined that approval of the rezone and FLUM amendment will have negligible or no impact on future infill and development of the area.

Compatibility with Local Uses

The introduction of the National Guard Readiness Center and Fire Safety Training Center should have no deleterious effect on nearby local uses. The applicant and those utilizing the subject property must understand that being embedded within General Industrial zoning may lead to future conflicts, depending on the nature of any nearby future industrial development. Per current ordinance, future industrial uses will be permitted in this area.

Compliance with Zoning and Subdivision Regulations

The Public zoning district is not subject to bufferyard standards set forth in **Section 39.08.005 Bufferyard**. Similarly, the adjacent GI lots are permitted to develop as if the National Guard facility were zoned GI.

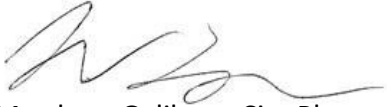
Provisions Table 8-2 Buffer-yard Requirements. If approved, the subject parcel will comply with requirements as set forth by Articles 39 Zoning and 34 Subdivision.

Public Input

As of the date of this report, City staff has not received any public comments.

Staff Recommendation

Staff recommends approval of the Future Land Use Map Amendment FLM-002-2023.



Matthew Galibert, City Planner

APPENDICES

None

ATTACHMENTS

A – Staff report

MOTIONS:

*****Approval*****

*“I move the City of Dickinson Planning and Zoning Commission recommend approval of **FLM-002-2023** as meeting all the requirements of the Dickinson Municipal Code and also being in the interest of the public health, safety and welfare “*

(AND) the following additional requirements (IF THE PLANNING AND ZONING COMMISSION RECOMMENDS ANY ADDITIONS AND/OR DELETIONS TO THE PROPOSED MOTION LANGUAGE):

1. _____;
2. _____.

*****Denial*****

*“I move the Dickinson Planning and Zoning Commission recommend Denial of **FLM-002-2023** as NOT meeting all the requirements of the Dickinson Municipal Code and as being contrary to interest of the public health, safety and welfare.”*

ND NATIONAL GUARD REZONE AND FLUM AMENDMENT





NORTH DAKOTA NATIONAL GUARD
JOINT FORCE HEADQUARTERS
PO BOX 5511
BISMARCK, ND 58506-5511

November 13, 2023

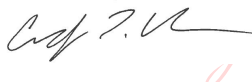
Honorable Scott Decker
Mayor, City of Dickinson
38 1st St W
Dickinson, ND 58601

Dear Mayor Decker:

The North Dakota National Guard fully supports the rezoning petition for the property legally described as Lot 1, Block 1, Energy Center 3rd. Rezoning the property from General Industrial to Public preserves the intent of the property the North Dakota National Guard leases from the from the city. Additionally, the rezoning action allows similar infrastructure to be constructed around the National Guard Readiness Center which is currently under construction.

Thank you for your time on this matter. If you have any questions, please feel free to contact me at (701) 333-2075.

Sincerely,

 Digitally signed by
VOLK.CODY.JOE.1145929403
Date: 2023.11.13 22:07:24
-06'00'

Cody J. Volk
Colonel, North Dakota Army National Guard
G9, Director of Installations and Enviorment

ORDINANCE NO. 1789

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP

WHEREAS, the City of Dickinson has adopted its Comprehensive Plan and Transportation Plan; and

WHEREAS, the Comprehensive Plan and Transportation Plan contains a Future Land Use Map, along with procedures to amend the Future Land Use Map; and

WHEREAS, the City has received an application to amend the Future Land Use Map; and

WHEREAS, in amending the Future Land Use Map, the Board of City Commissioners has taken into consideration the following:

- Impact to the Future Land Use Map;
- Consistency with the Comprehensive Plan policies and all other City plans;
- Availability of city infrastructure to serve the property in which the Future Land Use Map amendment is requested;
- Location of the property in relation to planned thoroughfares and the availability and cost to the City to provide infrastructure;
- Compatibility of the requested future land use designation in relation to abutting or adjacent future land use designations;
- Extent to which the requested future land use designation establishes or reinforces an urban sprawl pattern of development as opposed to an orderly, compact form of development;
- Whether the first two phases of the Capital Improvement Program include programmed improvements in the area where the Future Land Use Map amendment is proposed; and
- Short-term and long-term fiscal impacts to the City of approving the Future Land Use Map amendment;

NOW, THEREFORE, BE IT ORDAINED by the Board of City Commissioners of the City of Dickinson, North Dakota, as follows:

Section 1: An amendment to the Future Land Use Map of the City of Dickinson is hereby approved as follows

1. To reclassify the following legally-described property from a future land use designation of ~~General~~ Industrial to Civic/Public:

~~A tract of land as described in Deed Document No. 3029000, as recorded at the Stark County Clerk and Recorders Office and having the Parcel No. 41-1575-01000-102 and a tract of land having the Parcel No. 41-1575-01000-101 in the Southeast Quarter (SE1/4) of Section 1, Township 139 North, Range 96 West of the 5th P.M., Stark County, North Dakota described as follows: Beginning at the northwest corner of a said tract of land as described in Deed Document No. 3029000; thence S87°54'17"E, a distance of 1957.00 feet; thence S01°33'27"W, a distance of 436.94 feet; thence N87°54'17"W, a distance of 1097.60 feet; thence along the arc of a curve to the left with a radius of 366.00 feet, an arc length of 578.40, chord bearing S46°48'06"W, 520.06 feet; thence S01°29'48"W, a distance of 122.28 feet; thence N87°54'17"W, a distance of 490.01 feet; thence N01°32'42"E, a distance of 928.85 feet to the Point of Beginning. Containing 25.84 acres, more or less, and is subject to any previous easements, agreements, conveyances and surveys.~~

~~SAID PARCEL CONTAINS 25.84 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS UNLESS OTHERWISE INDICATED BY THIS PLAT~~

OR

Lot 1, Block 1, Energy Center 3rd Addition, located within the SE¼ Section 1, Township 139N, Range 96W of the 5th Principal Meridian, City of Dickinson, Stark County, North Dakota

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 from and after final passage.

Scott Decker, President
Board of City Commissioners

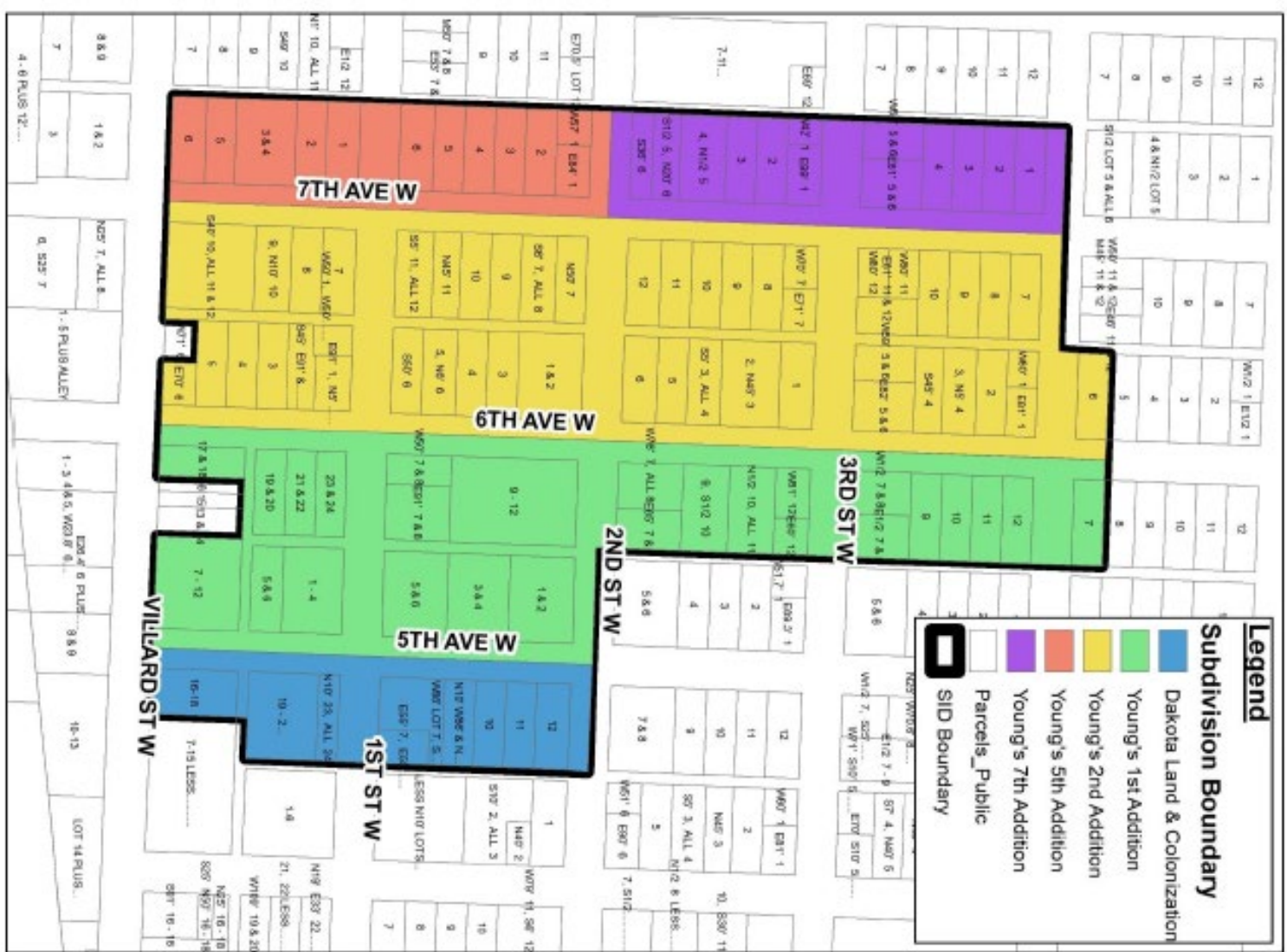
ATTEST

Dustin Dassinger
Dickinson City Administrator

First Reading: November 17, 2023
Second Reading: December 5, 2023
Final Passage: December 5, 2023

2024 Water Main and Lead Service Line Replacement

SID 2024025-1





Water | Transportation | Municipal | Facilities

Preliminary Engineering Report

2024 STREET MAINTENANCE SPECIAL IMPROVEMENT DISTRICT No. 202402-1



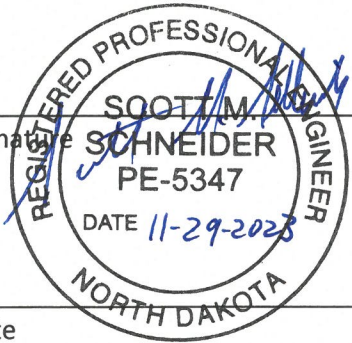
Preliminary Engineering Report

2024 STREET MAINTENANCE SPECIAL IMPROVEMENT DISTRICT 202402-1

City of Dickinson Project No. CIP 202402
Apex Project Number 23.107.0144

CERTIFICATION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of North Dakota.

Signature  _____
Date _____

Scott M. Schneider
Typed or Printed Name

PE-5347
License Number

November 2023
Apex Engineering Group, Inc.
204 Sims St. – Suite 201
Dickinson, ND 58601

TABLE OF CONTENTS

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1.03 PROJECT JUSTIFICATIONPage 1

1.04 SCHEDULE AND OPINION OF COST.....Page 1

1.05 SID MAPS AND ESTIMATED SPECIAL ASSESSMENTSPage 1

APPENDICESPage 4

APPENDIX A - CITY OF DICKINSON SPECIAL ASSESSMENT POLICY

APPENDIX B - OPINION OF PROBABLE CONSTRUCTION COST

APPENDIX C - SID NO. 202402-1 DISTRICT MAP, PLAN DRAWINGS AND ASSESSMENT TABLE

1.01 PROJECT BACKGROUND

This Special Improvement District (SID) 202402-1 is proposed to be constructed as part of the 2024 Watermain and Lead Service Line Replacement Project identified as City of Dickinson Project Number 202402. The project is included in the City's 2024 budget.

1.02 PROPOSED PROJECT IMPROVEMENTS AND PROJECT LIMITS

The 2024 Watermain and Lead Service Line Replacement Project will be constructed on 5th Avenue West from Villard to 2nd Street West and on 6th and 7th Avenues West from Villard to 4th Street West. As part of the watermain project, street improvements were also identified. The project will include concrete replacement consisting of curb, gutter, sidewalk and accessibility ramp construction where the watermain project affects ramps and an asphalt mill and overlay.

1.03 PROJECT JUSTIFICATION

The proposed SID will correct poor drainage along curb and gutter sections that have settled and deteriorated. The SID will also replace deteriorating driveways and sidewalks as well as correct deficiencies on pedestrian facilities where practical.

Creating the SID is in accordance with the City's Special Assessment Policy (see Appendix 1). The policy was approved (Resolution 39-2019) by the City Commission on December 17, 2019. The Policy gives the City authority to assess for constructing sidewalks, curb and gutter, and driveway aprons in conjunction with street maintenance projects. As such, the proposed SID will include removal and replacement of concrete as shown on the drawings in Appendix 3.

1.04 SCHEDULE AND OPINION OF COST

Construction is scheduled for summer of 2024, with the bid opening anticipated for March 2024. The preliminary opinion of construction cost for the street improvement portion of the project that will be included in the Special Improvement District is shown in Appendix 2, while specific parcel assessments for the SID are shown in Appendix 3.

1.05 SID MAPS AND ESTIMATED SPECIAL ASSESSMENTS

The proposed SID boundary is shown in Appendix C. The detailed SID information is also shown in Appendix 3 and includes an overall layout showing the related subdivisions and adjacent streets. Detailed plan view preliminary drawings showing proposed improvements on each parcel based on field observations are included in Appendix 3. Preliminary SID assessment tables showing improvements and estimated costs for each parcel are also included in Appendix 3.

APPENDIX A
CITY OF DICKINSON SPECIAL ASSESSMENT POLICY

RESOLUTION NO. 39 - 2019

A RESOLUTION DECLARING A SPECIAL ASSESSMENT POLICY FOR COSTS FOR SIDEWALKS, CURB AND GUTTER IMPROVEMENTS

WHEREAS, the City of Dickinson intends to perform routine maintenance projects on asphalt and concrete streets, and

WHEREAS, the City of Dickinson has a limited amount of funding available to perform maintenance projects, and

WHEREAS the City of Dickinson has the legal authority to assess costs for sidewalks and curb and gutter improvements to properties within the City Of Dickinson pursuant to N.D.C.C. Section 40-31-06 and Municipal Code Section 33.04.180.

NOW, THEREFORE, it is hereby resolved by the Board of City Commissioners, as follows:

1. There is hereby created a special assessment policy for street maintenance projects.
2. Sidewalk and curb and gutter improvements made in conjunction with the street maintenance projects will be assessed to the adjacent landowners except in the following conditions:
 - a. On corner lots, through the entirety of the radius around the corner.
 - b. Where otherwise satisfactory curb and gutter or sidewalk need to be replaced because of work being done on the street project, including lighting and signing.
 - c. Where curb and gutter or sidewalk about the back lot line of a property
 - d. Where at the discretion of the City Engineer, sidewalk installation is not feasible.
3. Of the eligible costs in Section 2, one hundred percent (100%) will be assessed to the benefitting properties.
4. The costs of assessments shall be paid by the benefitting properties over a ten (10) year term at a rate of 1.5% over the then current market interest rate at the time of construction.

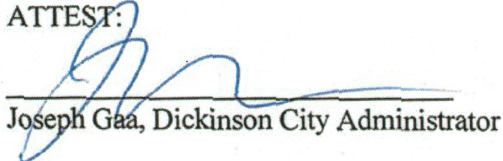
NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners of the City of Dickinson, North Dakota creates a special assessment policy for street maintenance projects.

Dated this 17th day of December 2019.



Scott Decker, President
Board of City Commissioners

ATTEST:


Joseph Gaa, Dickinson City Administrator

APPENDIX B
TOTAL PROJECT OPINION OF PROBABLE CONSTRUCTION COST



OPINION OF PROBABLE COSTS

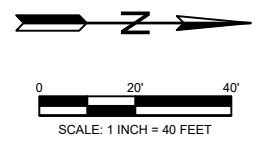
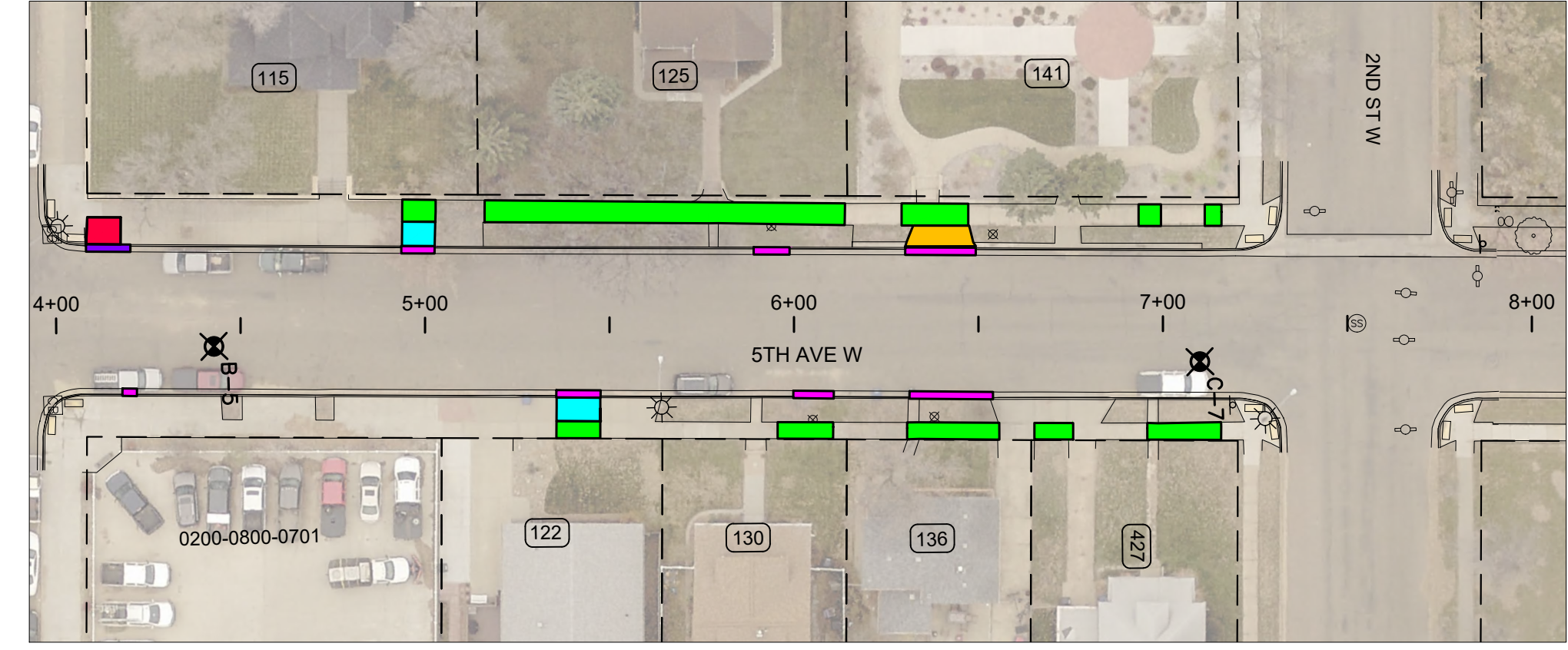
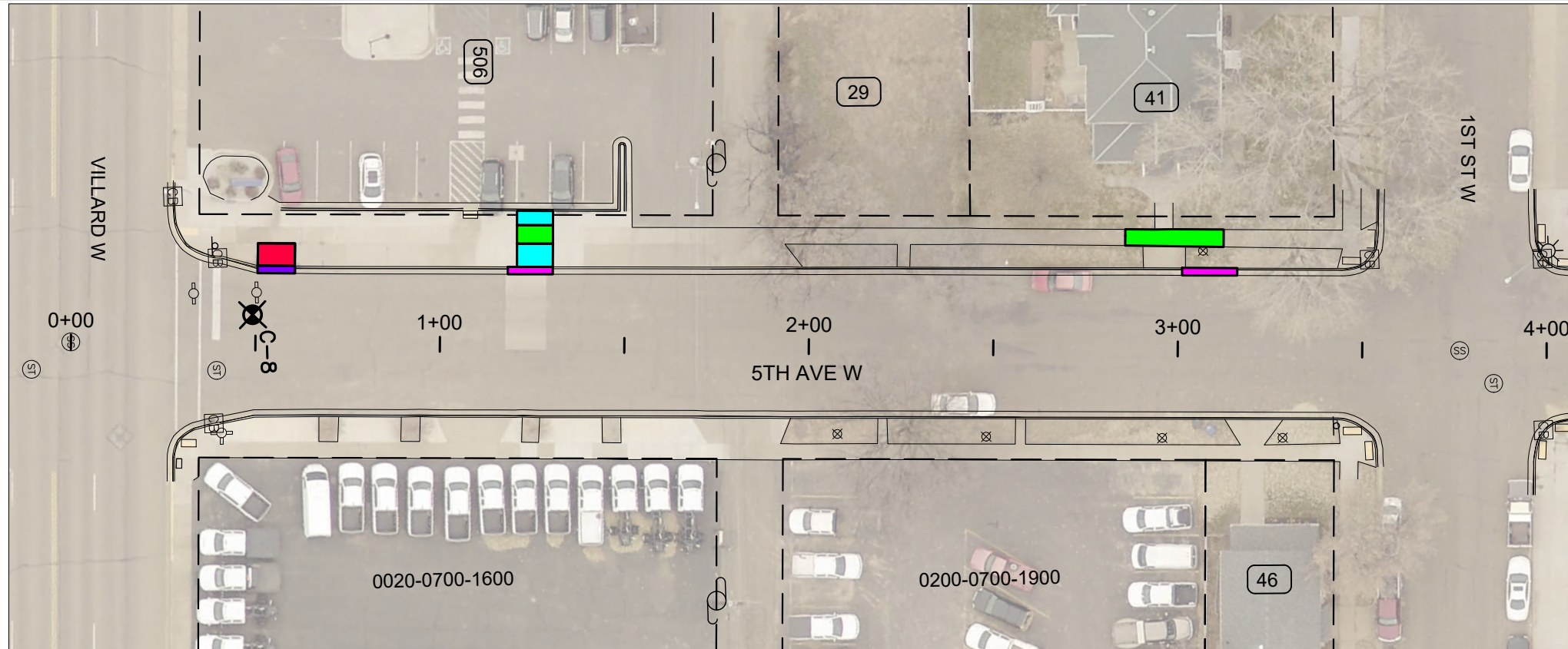
Project: Special Improvement District No. 202402-1			Basis for Estimate		Sheet 1 of 1
Location: Dickinson, North Dakota			<input type="checkbox"/> No Design Completed <input checked="" type="checkbox"/> Preliminary Design <input type="checkbox"/> Final Design		
Date Prep: November 28, 2023					
Project No. CIP 202402					
Item No.	Description	Unit Measurement	No. Units	Per Unit	Total
1	General Conditions(Contract Bond)	LS	1.00	\$ 70,000.00	\$ 70,000.00
2	Mobilization	LS	1.00	\$ 162,000.00	\$ 162,000.00
3	Traffic Control	LS	1.00	\$ 10,000.00	\$ 10,000.00
4	Traffic Flagging	MHR	50.00	\$ 50.00	\$ 2,500.00
5	Erosion Control	LS	1.00	\$ 2,500.00	\$ 2,500.00
6	*Remove Concrete Curb and Gutter	LF	2,697	\$ 25.00	\$ 67,425.00
7	*Remove Concrete	SY	1,572	\$ 40.00	\$ 62,880.00
8	Remove Bituminous Pavement	SY	5,460	\$ 105.00	\$ 573,300.00
9	Milling Pavement Surface	SY	8,904	\$ 5.00	\$ 44,520.00
10	*Concrete Curb and Gutter	LF	2,697	\$ 110.00	\$ 296,670.00
11	*Concrete Sidewalk	SY	1,206	\$ 215.00	\$ 259,290.00
12	*Concrete Driveway	SY	201	\$ 290.00	\$ 58,290.00
13	Concrete Valley Gutter	SY	80	\$ 325.00	\$ 26,000.00
14	Detectable Warning Panel	SF	100	\$ 50.00	\$ 5,000.00
15	Aggregate Base Course CL5	TON	2,306	\$ 80.00	\$ 184,480.00
16	Hot Bituminous Pavement - Milled Area (1.5")	TON	1,203	\$ 210.00	\$ 252,630.00
17	Asphalt Pavement Patching (2.5")	TON	769	\$ 340.00	\$ 261,460.00
18	Manhole Casting to Grade	EA	13	\$ 1,300.00	\$ 16,900.00
19	Gate Valve Box to Grade	EA	26	\$ 900.00	\$ 23,400.00
				Subtotal	\$ 2,379,245.00
				Contingencies (10%)	\$ 237,900.00
				Total	\$ 2,617,100.00

*** Special Improvement District eligible item**

APPENDIX C
SID NO. 202402-1: DISTRICT MAP,
PLAN DRAWINGS AND ASSESSMENT TABLE

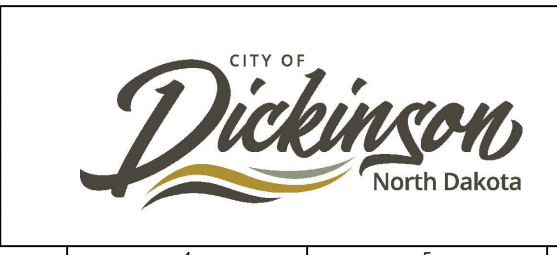
LEGEND

- SID CURB & GUTTER
- SID CONCRETE SIDEWALK
- SID CONCRETE BOULEVARD
- SID 6" CONCRETE DRIVEWAY
- NON-SID CONCRETE
- NON-SID CURB & GUTTER

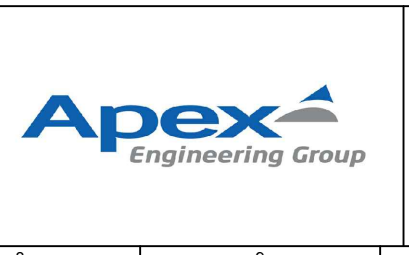


PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS		
Issue #	Description	Date



2024 WATERMAIN
REPLACEMENT
SID EXHIBITS
5TH AVE W
0+00 TO 8+00



Bismarck - Detroit Lakes -
Dickinson - Fargo - St. Cloud
600 South 2nd Street, Suite # 145
Bismarck, North Dakota 58504
Office: 701-323-3950
www.apexenggroup.com

Project #: _____ 23.XXX.XXXX
Date: _____ XXX XX, 2023
Drawn By: _____ First L.
Checked By: _____ First L.
Approved By: _____ First L.

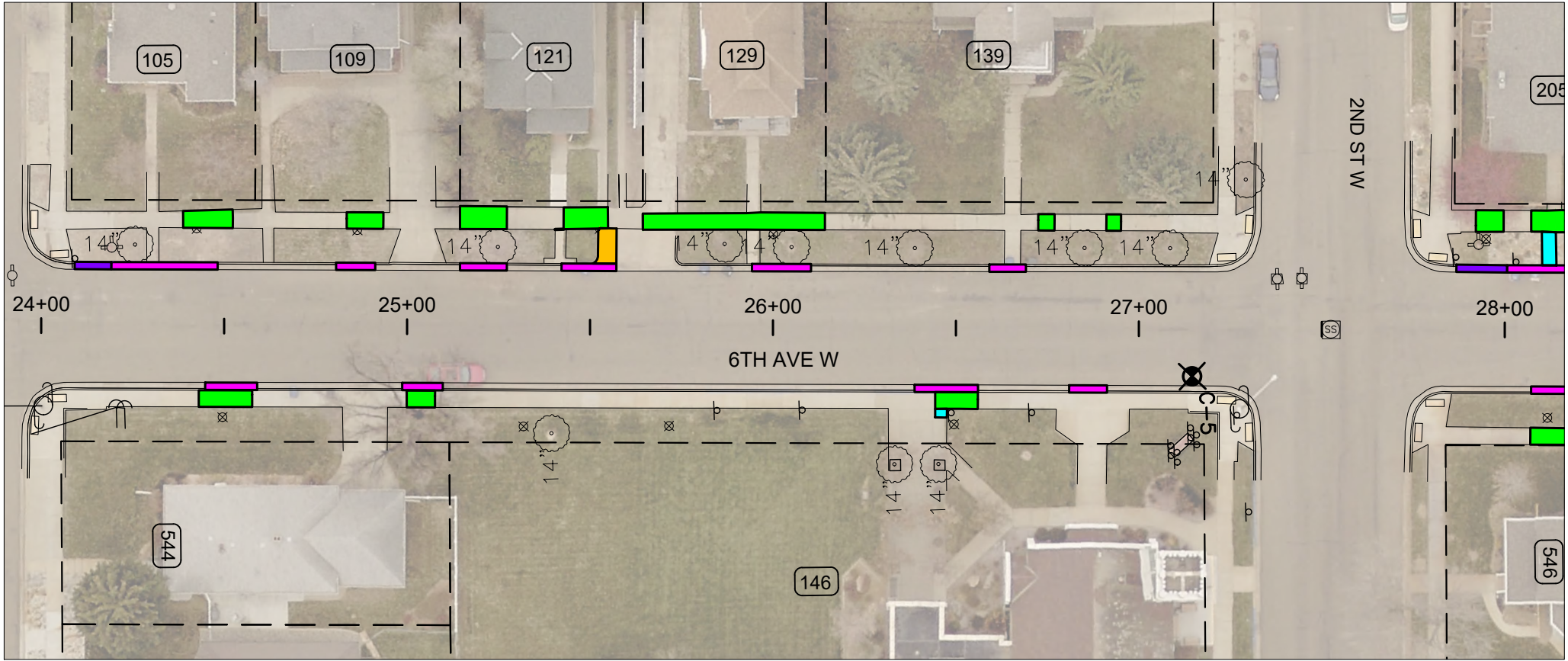
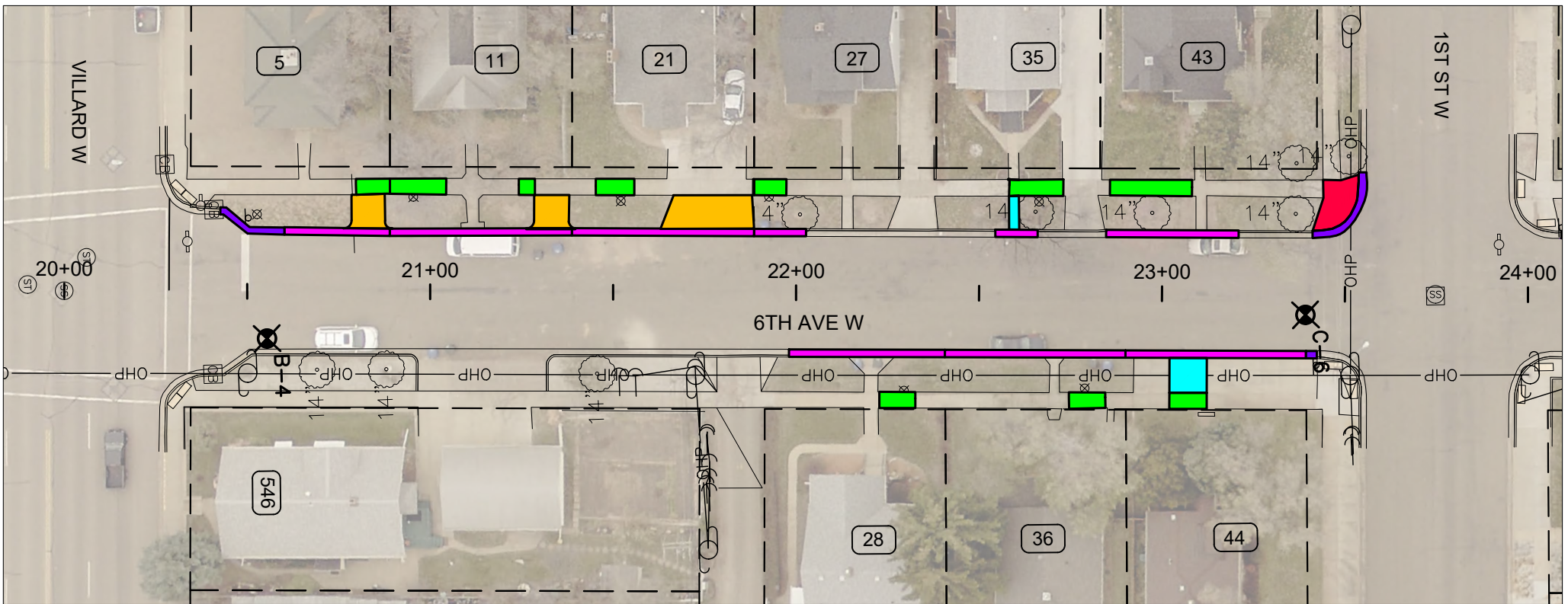
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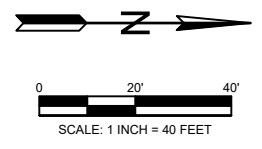
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LEGEND

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- SID 6" CONCRETE DRIVEWAY
- NON-SID CONCRETE
- NON-SID CURB & GUTTER



PRELIMINARY
NOT FOR
CONSTRUCTION



REVISIONS		
Issue #	Description	Date



**2024 WATERMAIN
REPLACEMENT
SID EXHIBITS
6TH AVE W
20+00 TO 28+00**



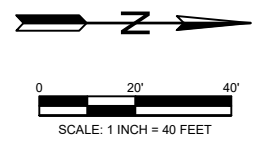
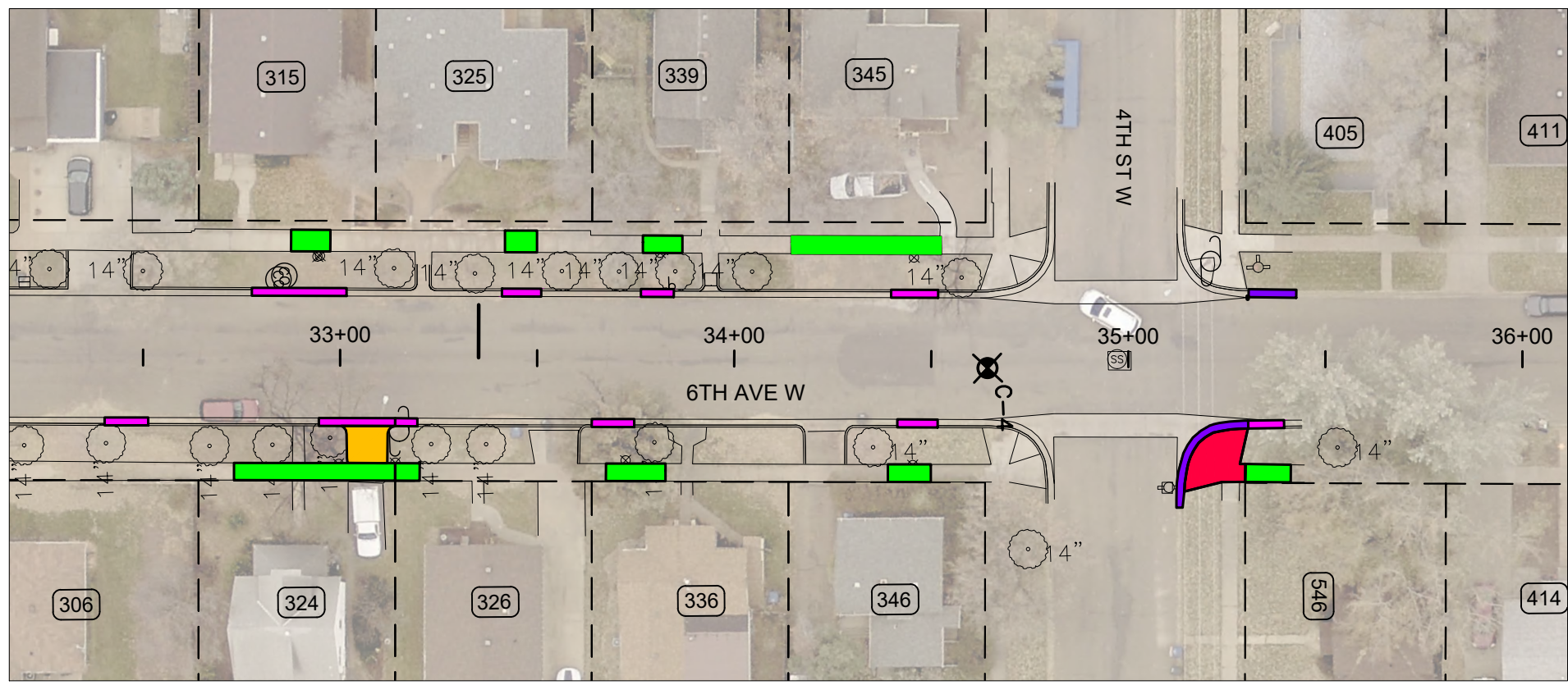
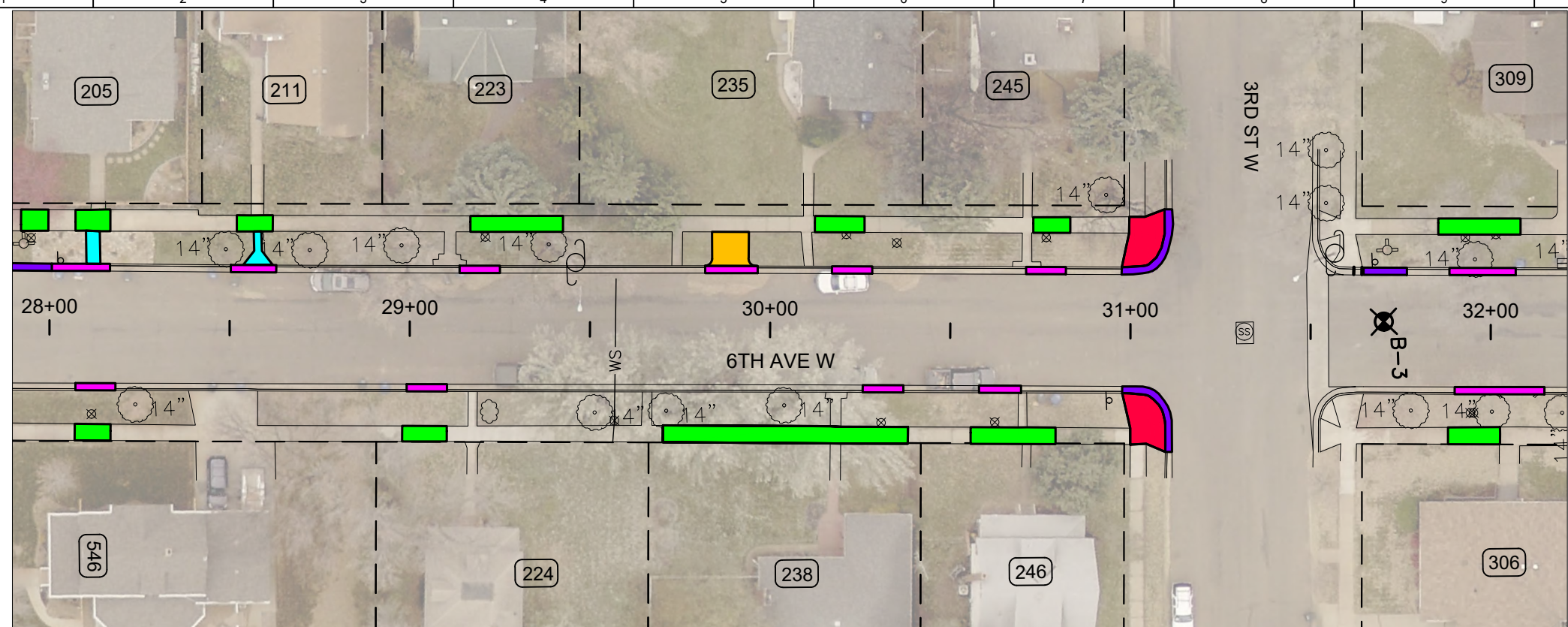
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Dickinson - Fargo - St. Cloud
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Bismarck, North Dakota 58504
Office: 701-323-3950
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Approved By: _____ First L.

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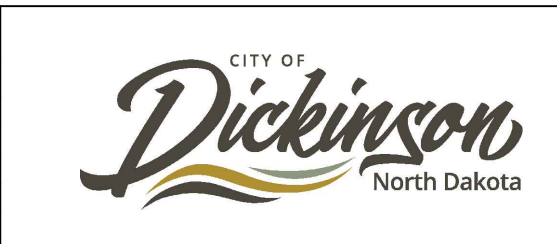
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- SID CONCRETE SIDEWALK
- SID CONCRETE BOULEVARD
- SID 6" CONCRETE DRIVEWAY
- NON-SID CONCRETE
- NON-SID CURB & GUTTER



PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS		
Issue #	Description	Date



2024 WATERMAIN
REPLACEMENT
SID EXHIBITS
6TH AVE W
28+00 TO 36+00



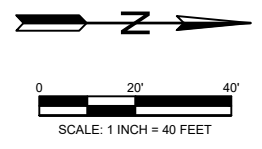
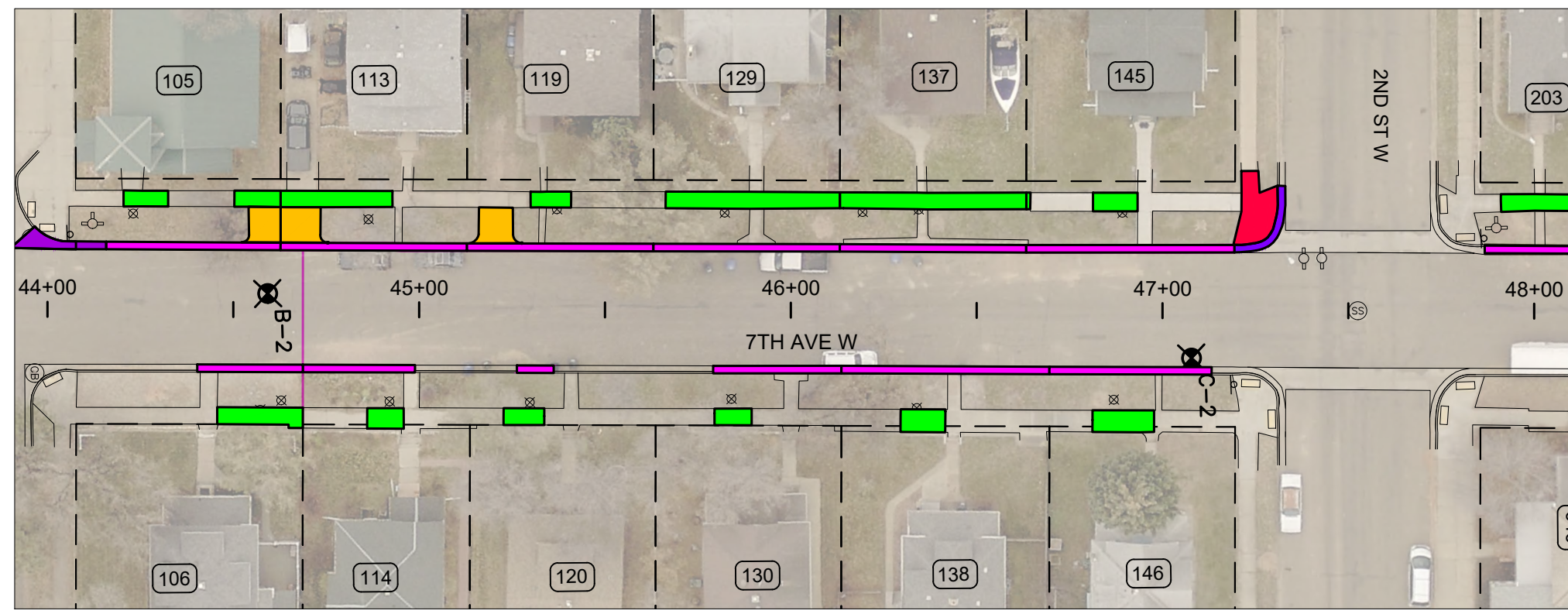
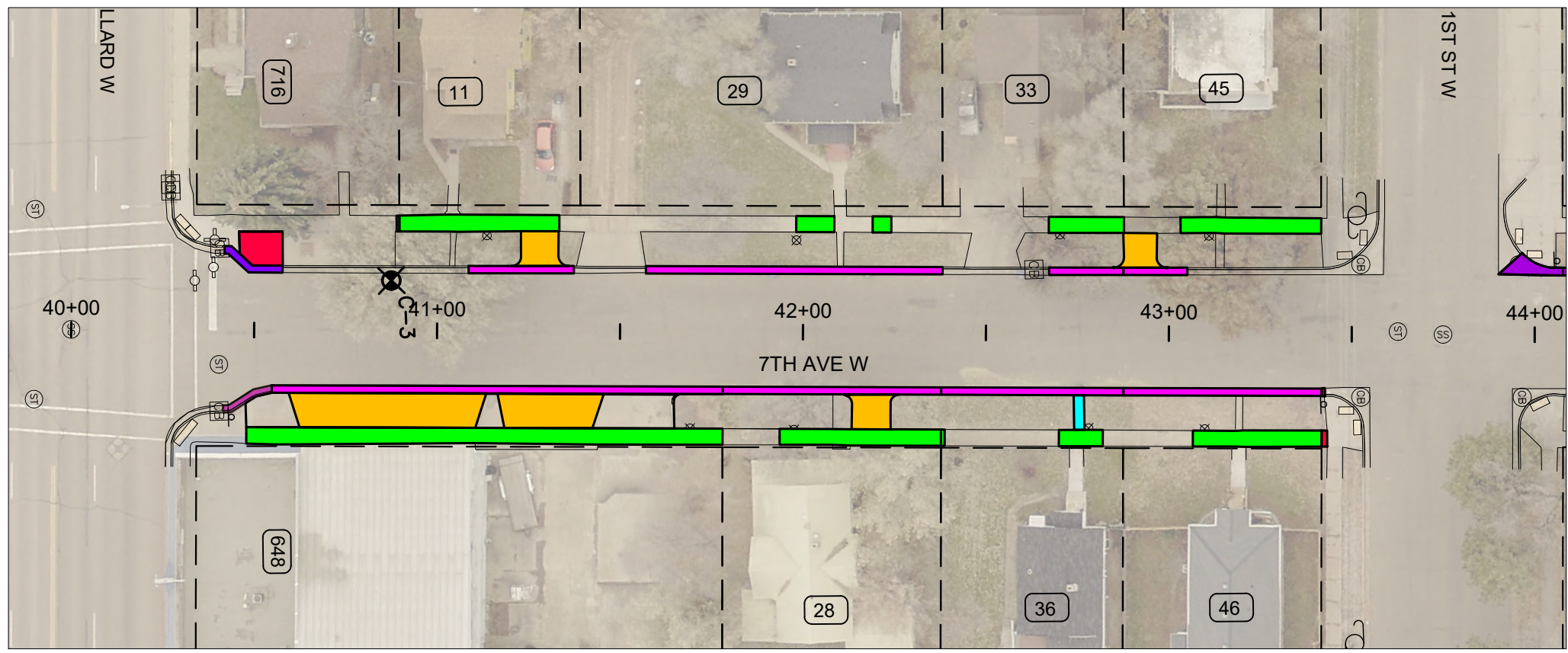
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Approved By: _____ First L.

Sheet:
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292

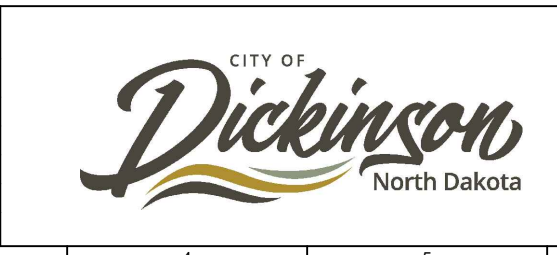
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- NON-SID CONCRETE
- NON-SID CURB & GUTTER

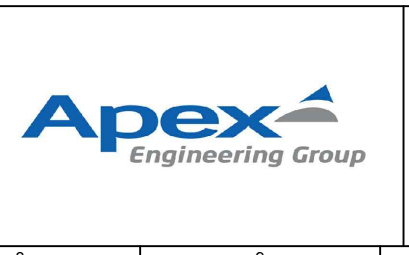


PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS		
Issue #	Description	Date



2024 WATERMAIN
REPLACEMENT
SID EXHIBITS
7TH AVE W
40+00 TO 48+00



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Date: _____ XXX XX, 2023
Drawn By: _____ First L.
Checked By: _____ First L.
Approved By: _____ First L.

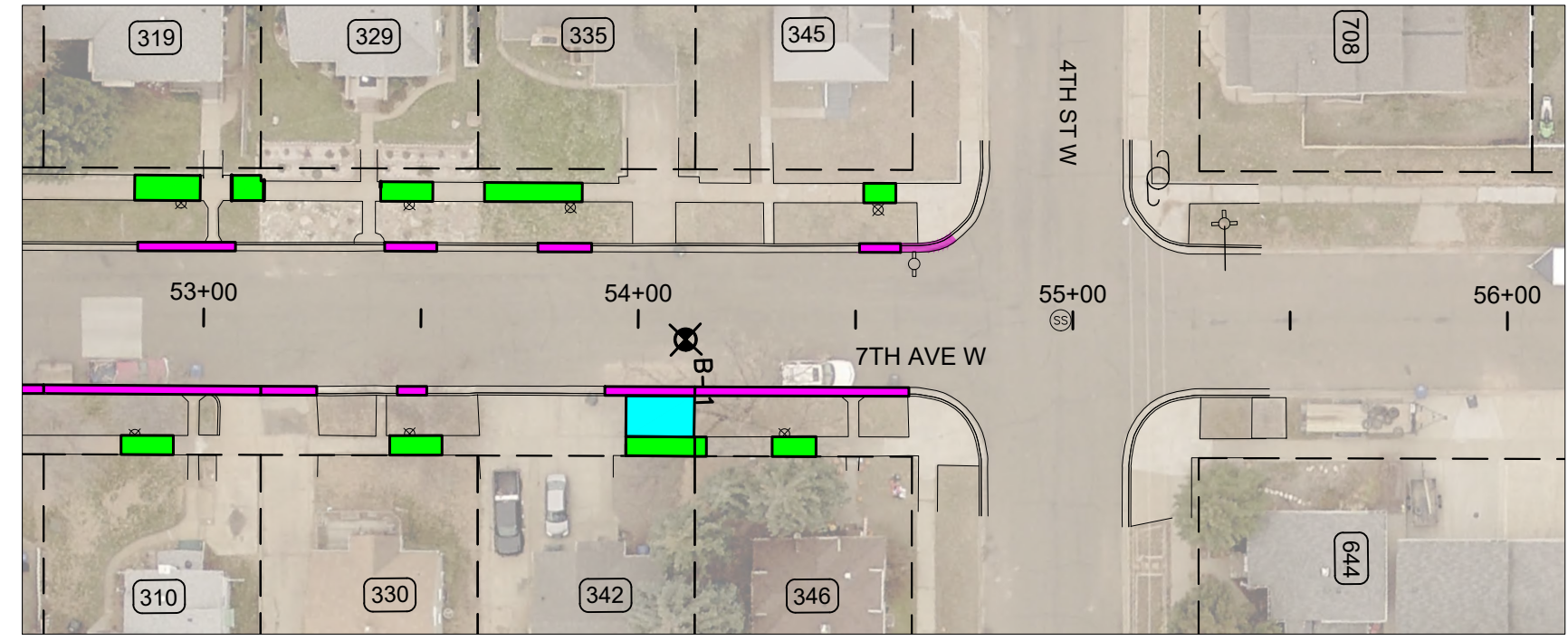
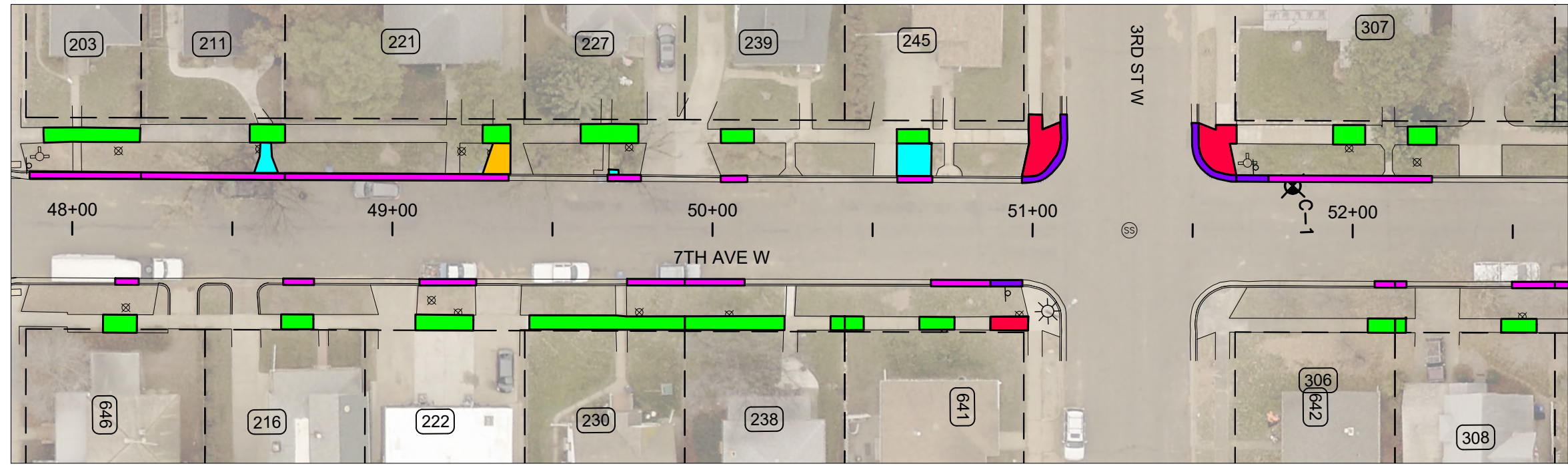
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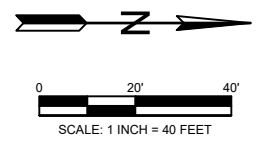
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LEGEND

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- SID CONCRETE BOULEVARD
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- NON-SID CONCRETE
- NON-SID CURB & GUTTER



PRELIMINARY
NOT FOR
CONSTRUCTION



REVISIONS		
Issue #	Description	Date



**2024 WATERMAIN
REPLACEMENT
SID EXHIBITS
7TH AVE W
48+00 TO 56+00**



**Bismarck - Detroit Lakes -
Dickinson - Fargo - St. Cloud**
600 South 2nd Street, Suite # 145
Bismarck, North Dakota 58504
Office: 701-323-3950
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Project #: _____ 23.XXX.XXXX
Date: _____ XXX XX, 2023
Drawn By: _____ First L.
Checked By: _____ First L.
Approved By: _____ First L.

**Sheet:
S.05**

City of Dickinson 2024 - Street Maintenance Special Improvement District											
SID NO. 202402-1											
Parcel ID	Owner	House #	Street	Legal Description	Removal of Concrete (SY)	Removal of Curb & Gutter (LF)	Curb & Gutter (LF)	Concrete Sidewalk (SY)	Concrete Driveway (SY)	Concrete Boulevard (SY)	Total Assesment
0310-0400-0701	KUBIK, JEFFREY ET-ALSCHNEIDER, JANEST. JOHN EVANGELICAL LUTHERAN CHURCH	538	1ST STREET W	E91' LOTS 7 & 8, BLOCK 4, YOUNG'S 1ST ADDITION	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
0310-0400-0702	ST. JOHN'S EVANGELICAL CHURCH	544	1ST STREET W	W50' LOTS 7 & 8, BLOCK 4, YOUNG'S 1ST ADDITION	11.4	25.3	25.3	11.4	0.0	0.0	\$6,322.50
0320-1000-0102	PETERMANN, GEORGE M. & SANDRA J.	621	1ST STREET W	W50' LOT 1, W50' N10' LOT 2, BLOCK 10, YOUNG'S 2ND ADDITION	5.0	0.0	0.0	5.0	0.0	0.0	\$1,275.00
0020-0800-0701	CHARBONNEAU BUICK GMC TRUCK, INC	-	1ST STREET W	W86' LOT 7, S40' W86' LOT 8, BLOCK H, DAKOTA LAND & COLONIZATION	0.0	3.9	3.9	0.0	0.0	0.0	\$526.50
0020-0800-0702	CHARBONNEAU BUICK GMC INC.	-	1ST STREET W	E55' LOT 7, E55' S27' LOT 8, BLOCK H, DAKOTA LAND & COLONIZATION	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
0020-0800-1200	PETRICK, RYAN E & BAUER, AMANDA R	427	2ND STREET W	LOT 12, BLOCK H, DAKOTA LAND & COLONIZATION	15.4	0.0	0.0	15.4	0.0	0.0	\$3,927.00
0310-0300-0702	TKACH, JON	532	2ND STREET W	E65' LOTS 7 & 8, BLOCK 3, YOUNG'S 1ST ADDITION	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
0310-0300-0701	KLUG, RUSSELL H. & DELONNES M.	546	2ND STREET W	W76' LOT 7, ALL LOT 8, BLOCK 3, YOUNG'S 1ST ADDITION	5.1	11.1	11.1	5.1	0.0	0.0	\$2,799.00
0320-0800-1200	VOZABAL, JOSEPH W. & ARDITH	646	2ND STREET W	LOT 12, BLOCK 8, YOUNG'S 2ND ADDITION	6.6	7.3	7.3	6.6	0.0	0.0	\$2,668.50
0350-1700-0102	KILZER, SHARON	719	2ND STREET W	W57' LOT 1, BLOCK 17, YOUNG'S 5TH ADDITION	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
0310-0300-1202	GISI, ADAM D.	523	3RD STREET W	E60' LOT 12, BLOCK 3, YOUNG'S 1ST ADDITION	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
0310-0200-0702	CLIFTON, LARRY J.	532	3RD STREET W	E1/2 LOTS 7 & 8, BLOCK 2, YOUNG'S 1ST ADDITION	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
0320-0700-0501	FALKENHAGEN, EDWARD & ELVIRA	620	3RD STREET W	W59' LOTS 5 & 6, BLOCK 7, YOUNG'S 2ND ADDITION	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
0320-0800-0702	MEHRER, RICHARD & ALICIA	629	3RD STREET W	E71' LOT 7, BLOCK 8, YOUNG'S 2ND ADDITION	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
0320-0700-1202	BUSSIER, DONALD P. & DOROTHY M.	632	3RD STREET W	E61' LOTS 11 & 12, BLOCK 7, YOUNG'S 2ND ADDITION	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
0320-0800-0701	BLUE HORSESHOE INVESTMENTS	641	3RD STREET W	W70' LOT 7, BLOCK 8, YOUNG'S 2ND ADDITION	7.7	18.6	18.6	7.7	0.0	0.0	\$4,474.50
0320-0700-1201	SIMONIEG, KEITH J. & FAITH A.	642	3RD STREET W	W80' LOT 12, BLOCK 7, YOUNG'S 2ND ADDITION	4.2	6.4	6.4	4.2	0.0	0.0	\$1,935.00
0370-3700-0102	DSU HERITAGE FOUNDATION	719	3RD STREET W	W42' LOT 1, BLOCK 37, YOUNG'S 7TH ADDITION	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
0370-3800-0502	REYNOLDS, LYNN	720	3RD STREET W	W60' LOTS 5 & 6, BLOCK 38, YOUNG'S 7TH ADDITION	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
0310-0100-0700	B.P. MARSH RENTALS, LLC	546	4TH STREET W	LOT 7, BLOCK 1, YOUNG'S 1ST ADDITION	5.8	9.1	9.1	5.8	0.0	0.0	\$2,707.50
0320-0700-0102	LARSON, HEIDI L.	621	4TH STREET W	W60' LOT 1, BLOCK 7, YOUNG'S 2ND ADDITION	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
0310-0500-0500	WILDCAT ENTERPRISES, LLC	-	5TH AVENUE W	LOTS 5 & 6, BLOCK 5, YOUNG'S 1ST ADDITION	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
0310-0500-0100	OLIN, BRUCE W. & IRENE G.	41	5TH AVENUE W	LOTS 1-4, BLOCK 5, YOUNG'S 1ST ADDITION	13.5	14.9	14.9	13.5	0.0	0.0	\$5,454.00
0310-0400-0500	ST. JOHN EVANGELICAL LUTHERAN CHURCH	115	5TH AVENUE W	LOTS 5 & 6, BLOCK 4, YOUNG'S 1ST ADDITION	12.5	9.0	9.0	6.0	0.0	6.5	\$4,402.50
0020-0800-0900	KELLER, LAVONNE P.	122	5TH AVENUE W	N10' W86' & N23' E55' LOT 8, ALL LOT 9, BLOCK H, DAKOTA LAND & COLONIZATION	14.5	12.0	12.0	6.1	0.0	8.4	\$5,316.83
0310-0400-0300	SAVILLE, TERRY W. & JUDITH	125	5TH AVENUE W	LOTS 3 & 4, BLOCK 4, YOUNG'S 1ST ADDITION	62.9	9.7	9.7	62.9	0.0	0.0	\$17,349.00
0020-0800-1000	FRITZ, SAMUEL L. & BRITTANY C.	130	5TH AVENUE W	LOT 10, BLOCK H, DAKOTA LAND & COLONIZATION	7.5	11.0	11.0	7.5	0.0	0.0	\$3,392.10
0020-0800-1100	TIBOR, PAUL & DESIRAE	136	5TH AVENUE W	LOT 11, BLOCK H, DAKOTA LAND & COLONIZATION	12.5	22.6	22.6	12.5	0.0	0.0	\$6,238.50
0310-0400-0102	ST. JOHN'S LUTHERAN CHURCH	-	5TH AVENUE W	LOTS 1 & 2, BLOCK 4, YOUNG'S 1ST ADDITION	29.4	19.1	19.1	18.8	0.0	0.0	\$7,796.50
0020-0700-1900	CHARBONNEAU BUICK GMC TRUCK, INC.	-	5TH AVENUE W	LOTS 19 - 22, S15' LOT 23, BLOCK G, DAKOTA LAND & COLONIZATION	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
0320-1000-0602	TOMCHUK, TERRENCE J.	5	6TH AVENUE W	E70' LOT 6, BLOCK 10, YOUNG'S 2ND ADDITION	13.9	28.8	28.8	4.3	0.0	0.0	\$5,368.50
0320-1000-0500	TZADIK ENGERGY PORTFOLIO, LLC	11	6TH AVENUE W	LOT 5, BLOCK 10, YOUNG'S 2ND ADDITION	19.5	49.8	49.8	9.5	0.0	0.0	\$9,545.50
0320-1000-0400	STEFFEN, SHEILA L.	21	6TH AVENUE W	LOT 4, BLOCK 10, YOUNG'S 2ND ADDITION	34.6	49.8	49.8	5.3	29.3	0.0	\$16,864.50
0320-1000-0300	DEM PROPERTIES, LLC	27	6TH AVENUE W	LOT 3, BLOCK 10, YOUNG'S 2ND ADDITION	4.3	14.2	14.2	4.3	0.0	0.0	\$3,013.50
0310-0500-1900	TRUMP, MICHAEL & ANDREA	28	6TH AVENUE W	LOTS 19 & 20, BLOCK 5, YOUNG'S 1ST ADDITION	4.8	42.6	42.6	4.8	0.0	0.0	\$6,975.00
0320-1000-0201	URLACHER, BRIAN L.	35	6TH AVENUE W	S45' E91' & S40' W50' LOT 2, BLOCK 10, YOUNG'S 2ND ADDITION	10.1	11.6	11.6	7.3	0.0	2.8	\$4,141.50
0310-0500-2100	CULVER, KATIE B. & MAXSONN B. MARSH	36	6TH AVENUE W	LOTS 21 & 22, BLOCK 5, YOUNG'S 1ST ADDITION	4.8	49.3	49.3	4.8	0.0	0.0	\$7,879.50
0320-1000-0101	LEISS, BRUCE J. & RENAE L.	43	6TH AVENUE W	E91' LOT 1, N5' E91' LOT 2, BLOCK 10, YOUNG'S 2ND ADDITION	10.9	36.2	36.2	10.9	0.0	0.0	\$7,666.50
0310-0500-2300	FOSTER, ALLEN A. & KRISTI L.	44	6TH AVENUE W	LOTS 23 & 24, BLOCK 5, YOUNG'S 1ST ADDITION	15.8	49.3	49.3	5.0	0.0	10.8	\$10,684.50
0320-0900-0601	WOHLETZ, JEREMY & SAMANTHA	105	6TH AVENUE W	S50' LOT 6, BLOCK 9, YOUNG'S 2ND ADDITION	7.3	29.1	29.1	7.3	0.0	0.0	\$5,790.00
0320-0900-0500	NELSON, DALLAS & RENEE	109	6TH AVENUE W	LOT 5, N6' LOT 6, BLOCK 9, YOUNG'S 2ND ADDITION	5.0	10.7	10.7	5.0	0.0	0.0	\$2,719.50
0320-0900-0400	BREW, RAYMOND & JOAN	121	6TH AVENUE W	LOT 4, BLOCK 9, YOUNG'S 2ND ADDITION	22.3	27.8	27.8	16.8	5.5	0.0	\$9,687.00
0320-0900-0300	REISS, KIMBERLY A.	129	6TH AVENUE W	LOT 3, BLOCK 9, YOUNG'S 2ND ADDITION	25.2	16.1	16.1	25.2	0.0	0.0	\$8,599.50
0320-0900-0100	POWELL, MARKUS & MEAGEN ESSEN	139	6TH AVENUE W	LOTS 1 & 2, BLOCK 9, YOUNG'S 2ND ADDITION	4.2	10.0	10.0	4.2	0.0	0.0	\$2,421.00
0310-0400-0900	ST. JOHN'S EVANGELICAL LUTHERAN CHURCH	146	6TH AVENUE W	LOTS 9-12, BLOCK 4, YOUNG'S 1ST ADDITION	6.7	27.6	27.6	5.9	0.0	0.8	\$5,434.50
0320-0800-0600	SCHWEITZER, LUKE & GRETA	205	6TH AVENUE W	LOT 6, BLOCK 8, YOUNG'S 2ND ADDITION	15.2	16.2	16.2	11.3	0.0	3.9	\$6,063.00
0320-0800-0500	TRECHOCK, MARK & NICHOLS, JANEEN A.	211	6TH AVENUE W	LOT 5, BLOCK 8, YOUNG'S 2ND ADDITION	8.5	12.6	12.6	5.0	0.0	3.5	\$3,868.50
0320-0800-0400	DESILETS, CHRISTOPHER & KRISTEN	223	6TH AVENUE W	S5' LOT 3, ALL LOT 4, BLOCK 8, YOUNG'S 2ND ADDITION	12.6	11.2	11.2	12.6	0.0	0.0	\$4,725.00
0310-0300-0900	NELSON, KENNETH E. & DEBRA L.	224	6TH AVENUE W	LOT 9, S1/2 LOT 10, BLOCK 3, YOUNG'S 1ST ADDITION	5.9	11.2	11.2	5.9	0.0	0.0	\$3,016.50
0320-0800-0201	KOSTELECKY, JASON & JESSICA	235	6TH AVENUE W	LOT 2, N45' LOT 3, BLOCK 8, YOUNG'S 2ND ADDITION	17.7	25.8	25.8	6.9	0.0	0.0	\$5,674.50
0310-0300-1100	RICHARDS, JACK & ALEXIS	238	6TH AVENUE W	N1/2 LOT 10, ALL LOT 11, BLOCK 3, YOUNG'S 1ST ADDITION	35.4	11.3	11.3	35.4	0.0	0.0	\$10,552.50
0320-0800-0101	LADBURY, CONSTANCE	245	6TH AVENUE W	LOT 1, BLOCK 8, YOUNG'S 2ND ADDITION	4.9	11.0	11.0	4.9	0.0	0.0	\$2,734.50
0310-0300-1201	TZADIK ENGERGY PORTFOLIO, LLC	246	6TH AVENUE W	W81' LOT 12, BLOCK 3, YOUNG'S 1ST ADDITION	12.1	11.7	11.7	12.1	0.0	0.0	\$4,665.00
0310-0200-0701	BRYDL, RAYMOND	306	6TH AVENUE W	W1/2 LOTS 7 & 8, BLOCK 2, YOUNG'S 1ST ADDITION	7.6	36.0	36.0	7.6	0.0	0.0	\$6,798.00
0320-0700-0502	SIMON, JOSEPH G. & TINA M.	309	6TH AVENUE W	E82' LOTS 5 & 6, BLOCK 7, YOUNG'S 2ND ADDITION	11.4	18.4	18.4	11.4	0.0	0.0	\$5,391.00
0320-0700-0401	BLACKRIDGE ENTERPRISES, LLC	315	6TH AVENUE W	S45' LOT 4, BLOCK 7, YOUNG'S 2ND ADDITION	6.1	24.1	24.1	6.1	0.0	0.0	\$4,809.00
0310-0200-0900	HECKER, WADE M.	324	6TH AVENUE W	LOT 9, BLOCK 2, YOUNG'S 1ST ADDITION	31.0	19.4	19.4	20.0	11.0	0.0	\$11,019.00
0320-0700-0300	BERGERUD, KRISTEN J.	325	6TH AVENUE W	LOT 3, N5' LOT 4, BLOCK 7, YOUNG'S 2ND ADDITION	5.0	10.0	10.0	5.0	0.0	0.0	\$2,625.00
0310-0200-1000	HEROLD, JOSHUA & AMANDA NELSON	326	6TH AVENUE W	LOT 10, BLOCK 2, YOUNG'S 1ST ADDITION	3.1	5.6	5.6	3.1	0.0	0.0	\$1,546.50
0310-0200-1100	SNYDER, ALEXIS	336	6TH AVENUE W	LOT 11, BLOCK 2, YOUNG'S 1ST ADDITION	7.5	10.8	10.8	7.5	0.0	0.0	\$3,370.50
0320-0700-0200	WHEATLEY, LEONARD & KENDRA	339	6TH AVENUE W	LOT 2, BLOCK 7, YOUNG'S 2ND ADDITION	4.9	8.4	8.4	4.9	0.0	0.0	\$2,383.50
0320-0700-0101	STOCKERT, JESSICA D.	345	6TH AVENUE W	E81' LOT 1, BLOCK 7, YOUNG'S 2ND ADDITION	18.8	12.0	12.0	18.8	0.0	0.0	\$6,414.00
0310-0200-1200	GM HOLDINGS LLC	346	6TH AVENUE W	LOT 12, BLOCK 2, YOUNG'S 1ST ADDITION	5.4	10.2	10.2	5.4	0.0	0.0	\$2,754.00
0320-0600-0600	COOPER, JAMES A.	405	6TH AVENUE W	LOT 6, BLOCK 6, YOUNG'S 2ND ADDITION	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
0350-1800-0500	HLADKY, TREY & TREESH, ADDISON	11	7TH AVENUE W	LOT 5, BLOCK 18, YOUNG'S 5TH ADDITION	33.1	28.8	28.8	22.0	11.1	0.0	\$12,828.00
0320-1000-0900	KAUPPILA, JACOB WAYNE	28	7TH AVENUE W	LOT 9, N10' LOT 10, BLOCK 10, YOUNG'S 2ND ADDITION	33.0	59.7	59.7	21.6	11.4	0.0	\$16,987.50
0350-1800-0300	DAVIS, CLIFFORD A.	29	7TH AVENUE W	LOTS 3 & 4, BLOCK 18, YOUNG'S 5TH ADDITION	7.5	81.1	81.1	7.5	0.0	0.0	\$12,861.00
0350-1800-0200	HALE, KATHERINE I.	33	7TH AVENUE W	LOT 2, BLOCK 18, YOUNG'S 5TH ADDITION	10.0	20.3	20.3	10.0	0.0	0.0	\$5,290.50
0320-1000-0800	PROCIV, RANDALL J.M. JR.	36	7TH AVENUE W	LOT 8, BLOCK 10, YOUNG'S 2ND ADDITION	9.5	49.8	49.8	6.5	0.0	3.0	\$9,145.50
0350-1800-0100	EVERSON II, CURTIS W.	45	7TH AVENUE W	LOT 1, BLOCK 18, YOUNG'S 5TH ADDITION	28.2	17.5	17.5	18.4	9.8	0.0	\$9,994.50
0320-1000-0700	SOKOLINSKI, ABIGAIL	46	7TH AVENUE W	LOT 7, BLOCK 10, YOUNG'S 2ND ADDITION	17.2	54.2	54.2	17.2	0.0	0.0	\$11,703.00
0350-1700-0600	BIBLE BAPTIST CHURCH	105	7TH AVENUE W	LOT 6, BLOCK 17, YOUNG'S 5TH ADDITION	20.7	55.0	55.0	11.6	0.0	0.0	\$10,747.00
0320-0900-1200	LINDBORG, RANDY A. & CATHERINE M.	106	7TH AVENUE W	S5' LOT 11, ALL LOT 12, BLOCK 9, YOUNG'S 2ND ADDITION	12.1	28.4	28.4	12.1	0.0	0.0	\$6,919.50
0350-1700-0500	MCCLUSKEY, SLOAN & BRITNEY	113	7TH AVENUE W	LOT 5, BLOCK 17, YOUNG'S 5TH ADDITION	26.1	50.2	50.2	14.7	11.4	0.0	\$13,945.50
0320-0900-1101	SCANLON JR, JOSEPH MICHAEL	114	7TH AVENUE W	N45' LOT 11, BLOCK 9, YOUNG'S 2ND ADDITION	6.0	30.2	30.2	6.0	0.0	0.0	

City of Dickinson 2024 - Street Maintenance Special Improvement District											
SID NO. 202402-1											
Parcel ID	Owner	House #	Street	Legal Description	Removal of Concrete (SY)	Removal of Curb & Gutter (LF)	Curb & Gutter (LF)	Concrete Sidewalk (SY)	Concrete Driveway (SY)	Concrete Boulevard (SY)	Total Assement
0320-0900-1000	WALTERS, JOEL DAVID	120	7TH AVENUE W	LOT 10, BLOCK 9, YOUNG'S 2ND ADDITION	5.5	9.9	9.9	5.5	0.0	0.0	\$2,739.00
0350-1700-0300	BROCK, WAYNE L.	129	7TH AVENUE W	LOT 3, BLOCK 17, YOUNG'S 5TH ADDITION	23.3	50.2	50.2	23.3	0.0	0.0	\$12,718.50
0320-0900-0900	NELSON, BRENT ALLEN & KAYLA J.	130	7TH AVENUE W	LOT 9, BLOCK 9, YOUNG'S 2ND ADDITION	5.0	34.5	34.5	5.0	0.0	0.0	\$5,932.50
0350-1700-0200	VOLESKY, MATTHEW P.	137	7TH AVENUE W	LOT 2, BLOCK 17, YOUNG'S 5TH ADDITION	24.6	50.2	50.2	24.6	0.0	0.0	\$13,050.00
0320-0900-0800	THE COURTNEY FAMILY TRUST	138	7TH AVENUE W	S6' LOT 7, ALL LOT 8, BLOCK 9, YOUNG'S 2ND ADDITION	8.2	56.0	56.0	8.2	0.0	0.0	\$9,651.00
0350-1700-0101	KILZER, SHARON A.	145	7TH AVENUE W	LOT 1 LESS W57', BLOCK 17, YOUNG'S 5TH ADDITION	7.2	56.0	56.0	7.2	0.0	0.0	\$9,396.00
0320-0900-0701	HEINLE, ELAINE	146	7TH AVENUE W	N50' LOT 7, BLOCK 9, YOUNG'S 2ND ADDITION	10.8	43.6	43.6	10.8	0.0	0.0	\$8,640.00
0370-3700-0600	HAUGE, TORGER J. & STEPHANIE M.	203	7TH AVENUE W	S36' LOT 6, BLOCK 37, YOUNG'S 7TH ADDITION	15.0	34.8	34.8	15.0	0.0	0.0	\$8,523.00
0370-3700-0500	CLARKE, BRIANNE N.	211	7TH AVENUE W	S1/2 LOT 5, N20' LOT 6, BLOCK 37, YOUNG'S 7TH ADDITION	11.9	45.0	45.0	7.0	0.0	4.9	\$9,109.50
0320-0800-1100	RICE, HERBERT E. & MARLENE R. (LE)	216	7TH AVENUE W	LOT 11, BLOCK 8, YOUNG'S 2ND ADDITION	5.2	9.6	9.6	5.2	0.0	0.0	\$2,622.00
0370-3700-0400	TODD, ROBERT G.	221	7TH AVENUE W	LOT 4, N1/2 LOT 5, BLOCK 37, YOUNG'S 7TH ADDITION	13.1	69.9	69.9	5.5	7.6	0.0	\$13,119.00
0320-0800-1000	SHERR RENTALS, LLC	222	7TH AVENUE W	LOT 10, BLOCK 8, YOUNG'S 2ND ADDITION	9.7	17.7	17.7	9.7	0.0	0.0	\$4,863.00
0370-3700-0300	TWOGOOD, DEREK	227	7TH AVENUE W	LOT 3, BLOCK 37, YOUNG'S 7TH ADDITION	12.5	10.4	10.4	12.0	0.0	0.5	\$4,591.50
0320-0800-0900	WELCH, TERRY L. & TWILA	230	7TH AVENUE W	LOT 9, BLOCK 8, YOUNG'S 2ND ADDITION	23.5	18.0	18.0	23.5	0.0	0.0	\$8,422.50
0320-0800-0800	SCHIFFLETT, COLLETTE	238	7TH AVENUE W	LOT 8, BLOCK 8, YOUNG'S 2ND ADDITION	17.1	18.7	18.7	17.1	0.0	0.0	\$6,885.00
0370-3700-0200	DAVIS, BRANDON & SIERRA	239	7TH AVENUE W	LOT 2, BLOCK 37, YOUNG'S 7TH ADDITION	5.0	8.3	8.3	5.0	0.0	0.0	\$2,395.50
0370-3700-0101	OPEN DOOR INVESTMENTS LLC	245	7TH AVENUE W	E99' LOT 1, BLOCK 37, YOUNG'S 7TH ADDITION	17.2	10.9	10.9	5.0	12.2	0.0	\$6,406.50
0370-3800-0501	THOM, CLINTON D.	307	7TH AVENUE W	E81' LOTS 5 & 6, BLOCK 38, YOUNG'S 7TH ADDITION	12.5	51.1	51.1	12.5	0.0	0.0	\$10,086.00
0320-0700-1101	THOM, CLINTON D.	308	7TH AVENUE W	W80' LOT 11, BLOCK 7, YOUNG'S 2ND ADDITION	7.0	17.0	17.0	7.0	0.0	0.0	\$4,080.00
0320-0700-1000	HEINLE, DUANE	310	7TH AVENUE W	LOT 10, BLOCK 7, YOUNG'S 2ND ADDITION	5.9	50.0	50.0	5.9	0.0	0.0	\$8,254.50
0370-3800-0400	TIEGS, KELLY R. & SANDRA D.	319	7TH AVENUE W	LOT 4, BLOCK 38, YOUNG'S 7TH ADDITION	14.4	22.5	22.5	14.4	0.0	0.0	\$6,709.50
0370-3800-0300	HAUKENBERRY, ROBERT M. & JAMIE L.	329	7TH AVENUE W	LOT 3, BLOCK 38, YOUNG'S 7TH ADDITION	6.0	12.0	12.0	6.0	0.0	0.0	\$3,150.00
0320-0700-0900	FISCHER, ROGER & CAROL & SCHMITT, R.	330	7TH AVENUE W	LOT 9, BLOCK 7, YOUNG'S 2ND ADDITION	6.0	19.7	19.7	6.0	0.0	0.0	\$4,189.50
0370-3800-0200	HAUK PROPERTIES, LLC	335	7TH AVENUE W	LOT 2, BLOCK 38, YOUNG'S 7TH ADDITION	11.0	12.4	12.4	11.0	0.0	0.0	\$4,479.00
0320-0700-0800	THERNES, CHRISTOPHER R.	342	7TH AVENUE W	LOT 8, BLOCK 7, YOUNG'S 2ND ADDITION	24.2	20.7	20.7	7.8	0.0	16.4	\$8,965.50
0370-3800-0100	HAUK PROPERTIES, LLC	345	7TH AVENUE W	LOT 1, BLOCK 38, YOUNG'S 7TH ADDITION	3.7	9.5	9.5	3.7	0.0	0.0	\$2,226.00
0320-0700-0700	B.P. MARSH RENTALS, LLC	346	7TH AVENUE W	LOT 7, BLOCK 7, YOUNG'S 2ND ADDITION	6.4	49.2	49.2	6.4	0.0	0.0	\$8,274.00
0310-0500-0700	SMITH, DONALD J & CAROL M FAM. TRDONALD J. SMITH AND CAROL M. SMITH, TRUSTEES	506	WEST VILLARD	LOTS 7-12, BLOCK 5, YOUNG'S 1ST ADDITION	16.4	12.2	12.2	5.4	0.0	11.0	\$5,829.00
0310-0500-1700	MEDUNA, FRANK L. & RAMONA L.	546	WEST VILLARD	LOTS 17 & 18, BLOCK 5, YOUNG'S 1ST ADDITION	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
0320-1000-1100	HALSTEAD, DAVID G.	648	WEST VILLARD	S40' LOT 10, ALL LOTS 11 & 12, BLOCK 10, YOUNG'S 2ND ADDITION	184.5	137.9	137.9	64.0	81.1	0.0	\$60,842.50
0350-1800-0600	716 LLC	-	WEST VILLARD	LOT 6, BLOCK 18, YOUNG'S 5TH ADDITION	0.4	0.0	0.0	0.4	0.0	0.0	\$102.00
0020-0700-1600	CHARBONNEAU BUICK GMC TRUCK, INC.	-	WEST VILLARD	LOTS 16-18, BLOCK 6, DAKOTA LAND & COLONIZATION	0.0	0.0	0.0	0.0	0.0	0.0	\$0.00
Total SID :					1348.5	2382.1	2382.1	985.9	200.6	72.5	\$655,229.43



ENGINEERING MEMORANDUM

November 29, 2023

RE: December 5th Commission Meeting

2024 WATER MAIN AND LEAD SERVICE LINE REPLACEMENT SID CREATION – 202402-1

Included in the packed is the Preliminary Engineering Report (PER) for the 2024 Watermain and Lead Service Line Replacement (City Project Number 202402) Special Improvement District (SID) number 202402-1. The SID and paving portion of the project will be paid for with the road maintenance project funds, and the watermain and service line replacement work will be paid for through the respective project. Both projects were included in the 2024 capital improvement project budget.

The 2024 Watermain and Lead Service Line Replacement Project will be constructed on 5th Avenue West from Villard to 2nd Street West and on 6th and 7th Avenues West from Villard to 4th Street West. As part of the watermain project, street improvements were also identified. The project will include concrete replacement consisting of curb, gutter, sidewalk and accessibility ramp construction where the watermain project affects ramps and an asphalt mill and overlay. The proposed SID will correct poor drainage along curb and gutter sections that have settled and deteriorated. The SID will also replace deteriorating driveways and sidewalks as well as correct deficiencies on pedestrian facilities where practical. Creating the SID is in accordance with the City's Special Assessment Policy which was approved (Resolution 39-2019) by the City Commission on December 17, 2019. The Policy gives the City authority to assess for constructing sidewalks, curb and gutter, and driveway aprons in conjunction with street maintenance projects.

Construction is scheduled for summer of 2024, with the bid opening anticipated for March 2024. The preliminary opinion of construction cost for the street improvement portion of the project that will be included in the Special Improvement District is **\$655,229.43**.

The city engineering staff recommends approval.



RESOLUTION NO. -2024

A RESOLUTION CREATING THE 2024 WATERMAIN AND LEAD SERVICE LINE REPLACEMENT PROJECT SPECIAL IMPROVEMENT DISTRICT NO. 202402-1, DIRECTING THE FILING OF AN ENGINEER’S REPORT REGARDING THE SAME, AND DECLARING THAT IT IS NECESSARY TO MAKE THE IMPROVEMENTS DESCRIBED THEREIN.

WHEREAS, the Board of City Commissioners of the City of Dickinson has considered the creation of a special assessment improvement district for certain street improvements in Polensky Subdivision, within the city limits of the City of Dickinson;

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Dickinson, North Dakota, as follows:

1. The City of Dickinson hereby creates the 2024 Watermain and Lead Service Line Replacement Project Special Improvement District No. 202402-1. Such special assessment improvement district shall include the following:

- LOTS 1-6, BLOCK 18, YOUNG’S 5th ADDITION
- LOTS 1-6, BLOCK 17, YOUNG’S 5th ADDITION
- LOTS 1-6, BLOCK 37, YOUNG’S 7th ADDITION
- LOTS 1-6, BLOCK 38, YOUNG’S 7th ADDITION
- LOTS 1-12, BLOCK 10, YOUNG’S 2nd ADDITION (except W71’ of Lot 6)
- LOTS 1-12, BLOCK 9, YOUNG’S 2nd ADDITION
- LOTS 1-12, BLOCK 8, YOUNG’S 2nd ADDITION
- LOTS 1-12, BLOCK 7, YOUNG’S 2nd ADDITION
- LOTS 6, BLOCK 6, YOUNG’S 2nd ADDITION
- LOTS 1-12 & 17-24, BLOCK 5, YOUNG’S 1st ADDITION
- LOTS 1-12, BLOCK 4, YOUNG’S 1st ADDITION
- LOTS 7-12, BLOCK 3, YOUNG’S 1st ADDITION
- LOTS 7-12, BLOCK 2, YOUNG’S 1st ADDITION
- LOTS 7, BLOCK 1, YOUNG’S 1st ADDITION
- LOTS 16-24, BLOCK G, DAKOTA LAND & COLONIZATION
- LOTS 7-12, BLOCK H, DAKOTA LAND & COLONIZATION

2. Pursuant to NDCC 40-22-10, the Board of City Commissioners hereby directs its municipal engineering consultant to prepare a report as to the general nature, purpose, and feasibility of the proposed improvement and an estimate of the probable cost of the improvement, including: (1) a separate statement of the estimated cost of the work for which proposals must be advertised under NDCC Section 40-22-19; and (2) a separate statement of all other items of estimated cost not included under subsection (1) which are anticipated to be included in the cost of the improvement under NDCC Sections 40-23-05 and 40-23.1-04. Such engineer’s report has been received by the City and is hereby approved.

3. The Board of City Commissioners hereby declares that it is necessary to make the improvements described in the engineer’s report. The engineer’s report and a map of the City showing the proposed improvement district is attached hereto and incorporated herein by reference.

Dated this 21st day of November 2023.

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger
Dickinson City Administrator



ENGINEERING MEMORANDUM

November 28, 2023

RE: December 5th Commission Meeting

2023 Maintenance Certification for Urban Federal Aid Project

For your consideration is the 2023 Maintenance Certification for Urban Federal Aid Projects which is a requirement from the North Dakota Department of Transportation (NDDOT) related to projects that have received Federal Aid. The maintenance certification states all federal aid street projects have been inspected and are being maintained in a good and safe condition for general public use.

The city engineering staff recommends approval.



**MAINTENANCE CERTIFICATION
URBAN FEDERAL AID PROJECT**

North Dakota Department of Transportation, Local Government
SFN 51027 (8-2017)

Section 7. Item D.

All federal aid street projects have been inspected and are being maintained in a good and safe condition for general public use. Maintenance is in accordance with the North Dakota Department of Transportation "Cost Participation and Maintenance Agreements".

Approved as to form:

City Attorney (Type or print) Christina Wenko
Signature

City of Dickinson
Date

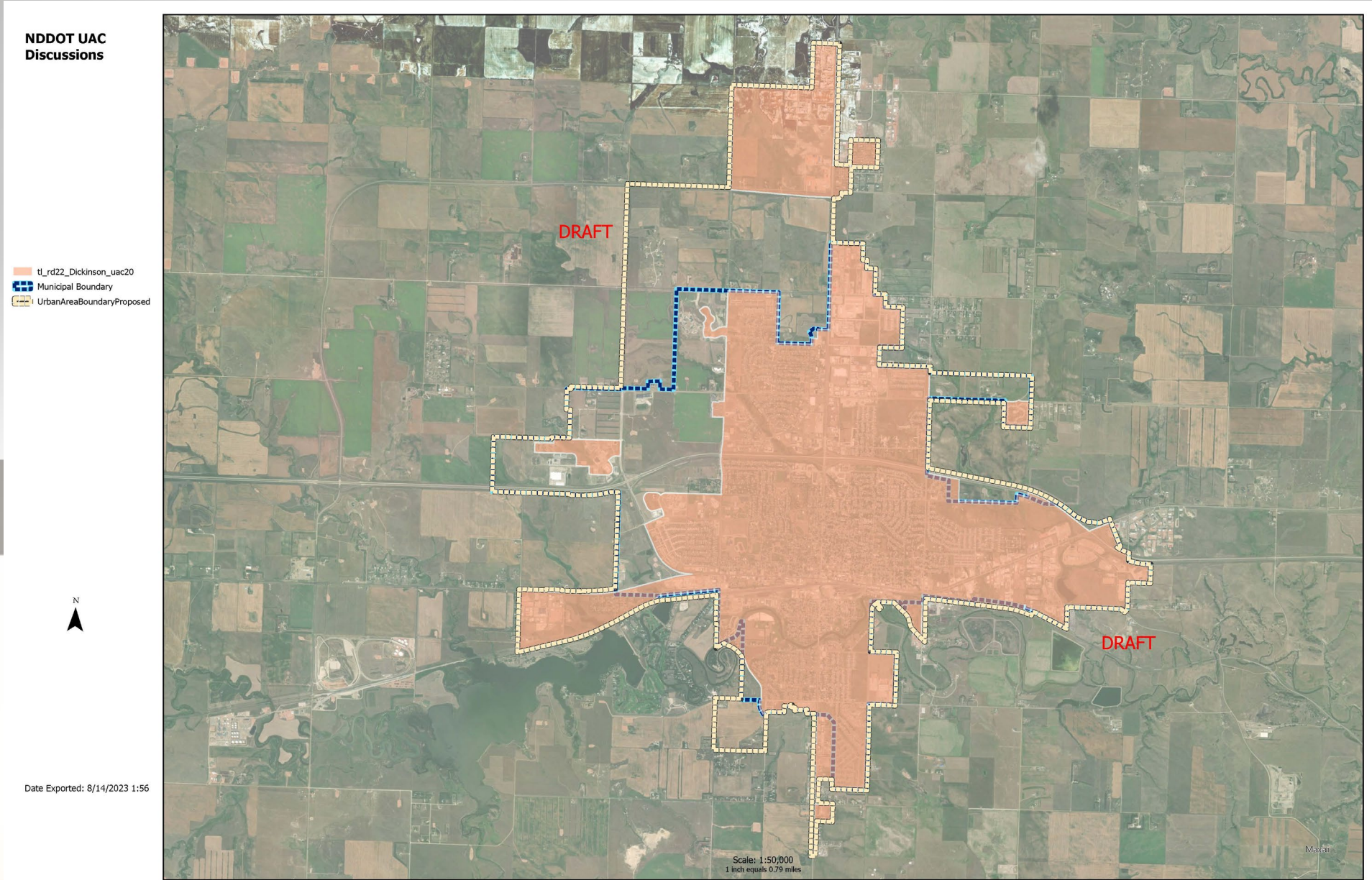
City Auditor (Type or print) Dustin Dassinger
Signature

Mayor or President City Commission (Type or print) Scott Decker
Signature

Recommended for approval

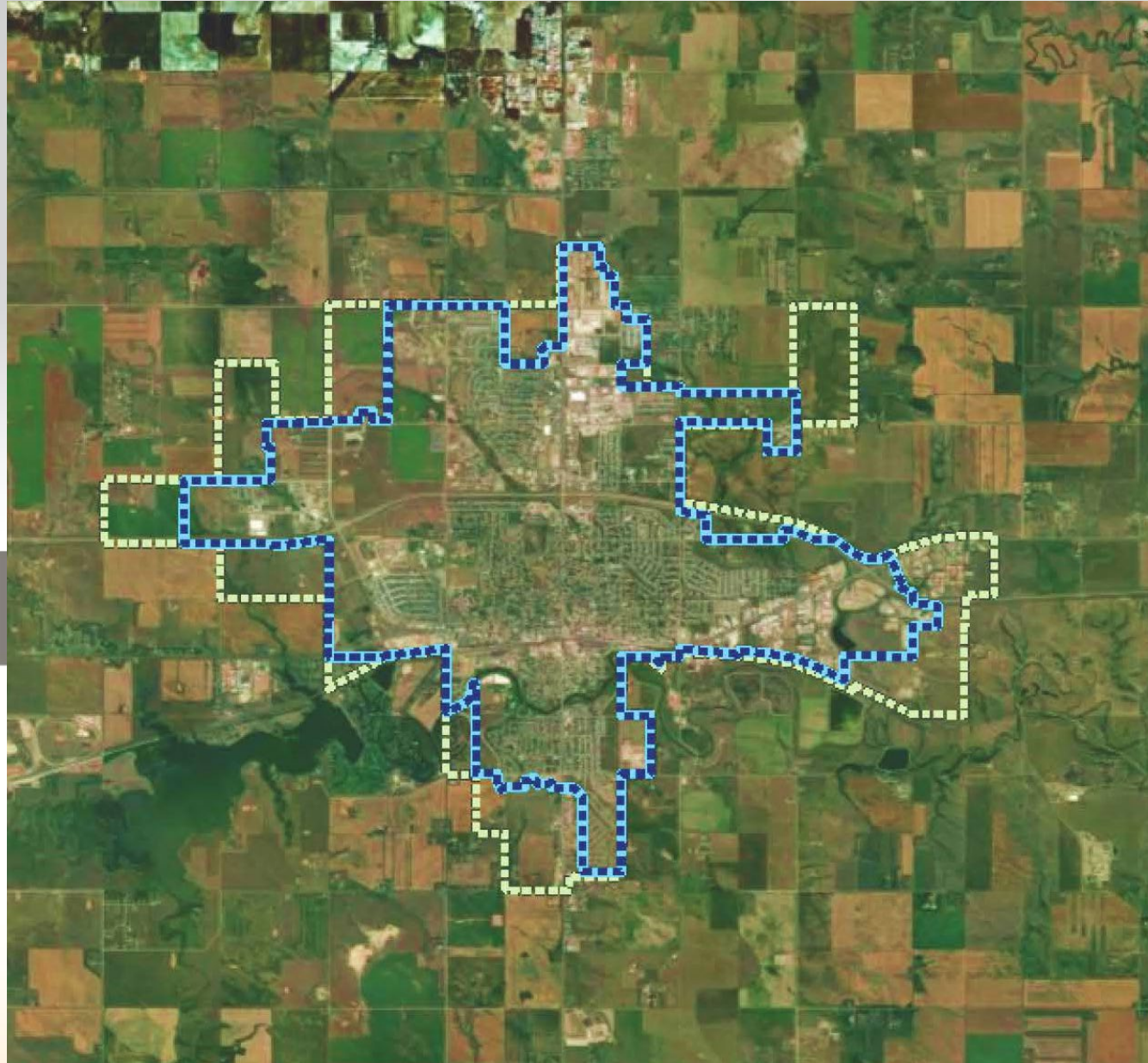
City Engineer (Type or print) Joshua M. Skluzacek
Signature

2023 Proposed Urban Area Boundary



Date Exported: 8/14/2023 1:56

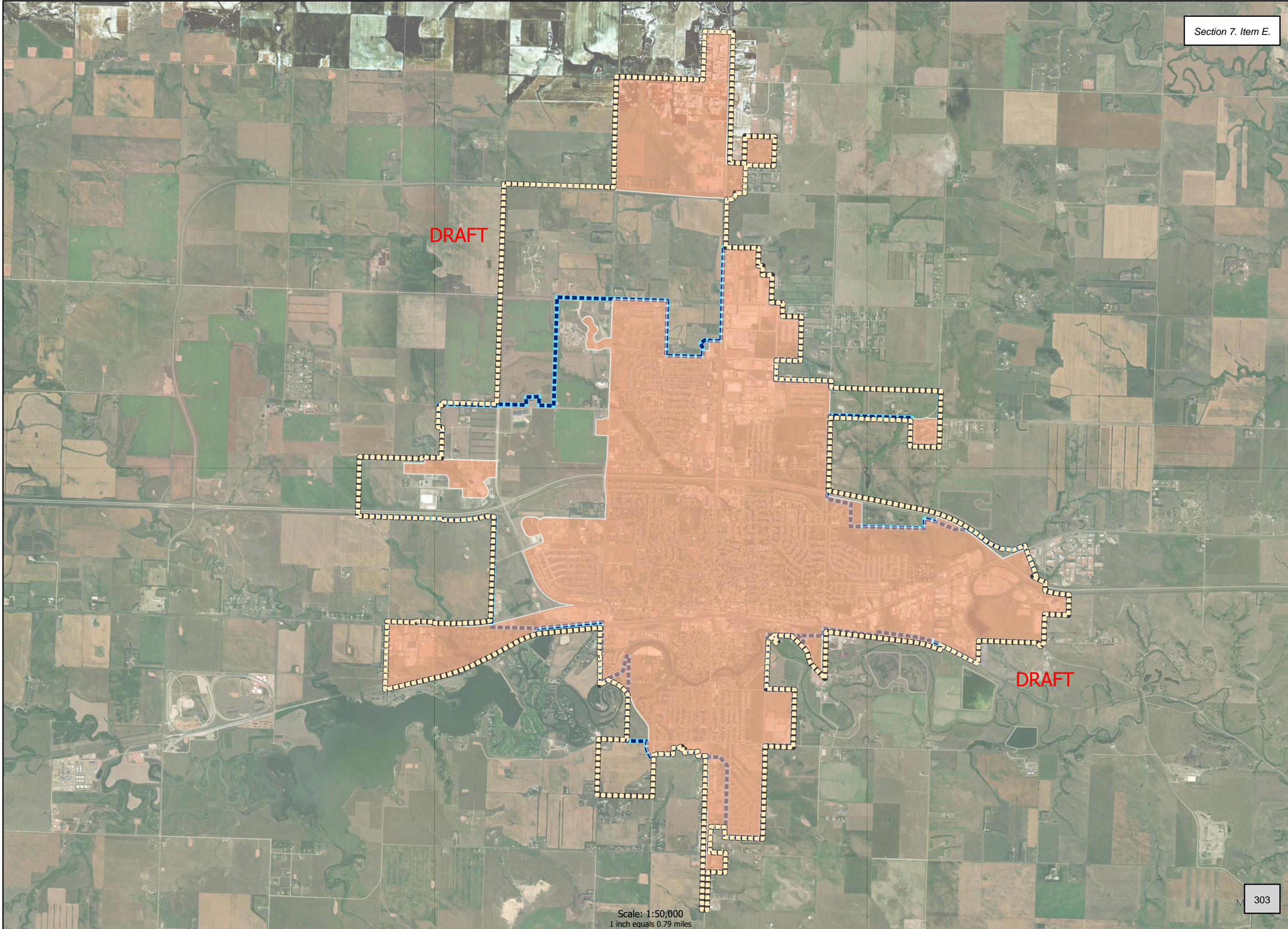
Existing Urban Area Boundary



- tl_rd22_Dickinson_uac20
- Municipal Boundary
- UrbanAreaBoundaryProposed

DRAFT

DRAFT



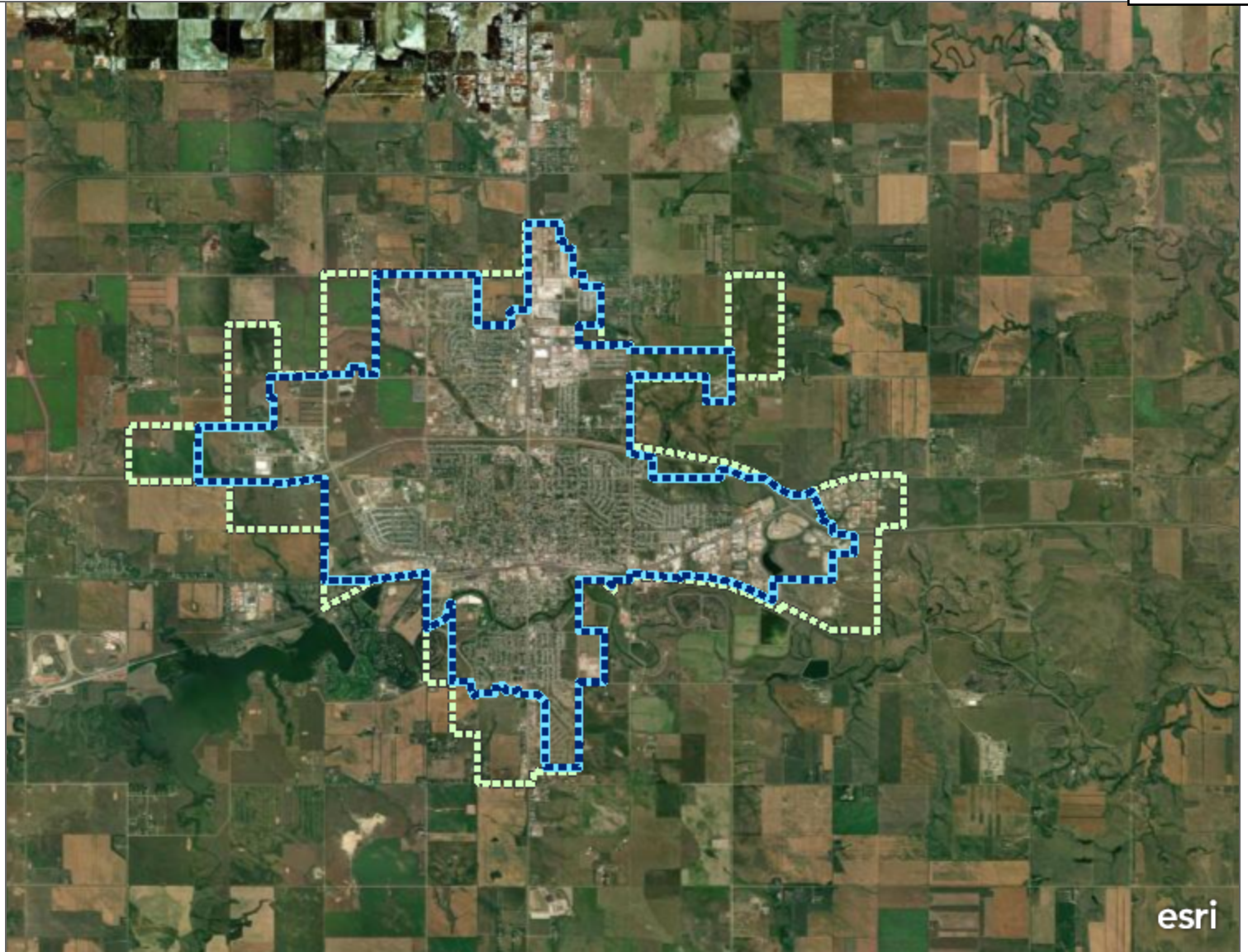
Dickinson Street Information Map

Administrative Boundaries

Municipal Boundary



Urban Area Boundary



Map Showing various street designations for the City of Dickinson,ND

Earthstar Geographics | Dickinson Engineering Department | Dickinson Engineering & Public Works Departments

March 29, 2023

13 Major City Engineers/Administrators

RE: 2020 CENSUS ADJUSTMENTS TO URBAN AREAS

As a result of the 2020 United States Decennial Census there are number of updates that must occur to accommodate changes in population, highway classification and planning horizons. One of the updates necessary is the adjustments with respect to Urban Area boundaries. Each Urban Area is designated by the Census as an area having a central core with adjacent densely settled territory.

The North Dakota Department of Transportation (NDDOT) is requesting that you update your Urban Area boundary based on the U.S. Census defined boundary. Updating the boundaries must adhere to the following requirements:

- At a minimum, the adjusted boundary must include the Census defined boundary and make up one contiguous area.
- Large developments that do not produce a Census definition may be added into the adjusted boundary, such as airports, commercial developments, industrial developments, etc.
- Provide tangible boundaries. If the Census defined boundary splits a roadway in half, it is suggested to include the entire roadway at a minimum; however, including all the right of way may be more appropriate.
- If excluded by the Census defined boundary, other common traffic generators may be added into the adjusted boundary; such as parks, schools, assemblies, etc.
- The adjusted boundary may follow the corporate limits of the City; however, this is not required.

After the adjustments have been made, please submit the boundary information to NDDOT for a preliminary review no later than June 1, 2023. NDDOT will work with Federal Highway Administration (FHWA) to provide comments back to each Urban Area as necessary.

Please note, any adjustments made to the Urban Area boundary will not increase your annual federal-aid allocation or change current maintenance responsibilities.

Once all the comments have been addressed, the City must submit their final adjusted boundary via hard copy and electronic copy no later than September 1, 2023. Electronic copies should be in GIS format. All correspondence for submittal may be made to the following:

Michael E. Johnson, P.E.
Urban Engineer
North Dakota Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505
701-328-2118
mijohnson@nd.gov

Please note, failure to meet the September 1, 2023 final submittal date will result in NDDOT considering the Census defined boundary as the final Urban Area boundary without any adjustments.

Along with your submittal please include a resolution from the City commission approving the new boundary. If your City lies within one of the North Dakota Metropolitan Planning Organizations (MPO), an approval from the Policy Board is also required for submittal. The City and MPO submittal should be a cooperative and coordinated effort between the two entities. Please contact your MPO to work together on this process.

After completion of any Urban Area adjustments the next step in the process is to update the functional classification system to match the new boundary. Further details on this process will be communicated as boundaries are approved; however, it is encouraged to be thinking about potential functional classification changes as you update your boundary.

If you should have any questions during the updating process, please contact Michael E. Johnson at 701-328-2118. More information on the adjustment requirements is available on the Federal Highway Administration website:
[\(https://www.fhwa.dot.gov/planning/census_issues/urbanized_areas_and_mpo_tma/schedule/\)](https://www.fhwa.dot.gov/planning/census_issues/urbanized_areas_and_mpo_tma/schedule/).

As a follow up to this letter, you will receive an email from Local Government Division containing the GIS shape file that contains the 2020 Census defined boundary for the entire United States. Please utilize this file as you make adjustments to your urban area boundary.

With gratitude,



Stacey M. Hanson, P.E.
Assistant Local Government Engineer

38: MEJ

cc: Kristen Sperry – Federal Highway Administration
Ranae Tunison – Federal Transit Administration
Rachel Lukaszewski – Bismarck-Mandan MPO
Cindy Gray – Fargo-Moorhead Metro COG
Stephanie Halford – Grand Forks-East Grand Forks MPO



ENGINEERING MEMORANDUM

November 28, 2023

RE: December 5th Commission Meeting

2023 Updated Urban Area Boundary

For your consideration is a resolution for the update to the Urban Area Boundary (UAB) through the Federal Highway Administration (FHWA) and the North Dakota Department of Transportation (NDDOT). The updated UAB includes the 2020 United States Decennial Census. The areas in a PEACH color shading are areas of population density which are required to be included within the City of Dickinson UAB based on the 2020 United States Decennial Census. The updated UAB was defined by City of Dickinson Engineering staff in collaboration with the NDDOT Local Government staff, and FHWA staff review. The UAB generally follows the following; City Limits, roadways which are maintained by the City of Dickinson; i.e. 30th Ave. W and 40th St. W., Interstate 94 right-of-way, and areas identified as probable to be annexed before the 2030 United States Decennial Census occurs.

Roadways included within the UAB does not mean the City of Dickinson is obligated to maintain the roadways unless they are classified. All roadways that are classified within the UAB are eligible for federal aid through the FHWA for roadway maintenance projects.

Following the update to the UAB, the updates to the roadway classifications will be completed through the NDDOT and FHWA.

Attachments:

- Dickinson Proposed UAB Map
- Existing Dickinson UAB Map
- NDDOT Letter with RE: 2020 Census Adjustment to Urban Areas dated March 29, 2023

The city engineering staff recommends approval.



RESOLUTION NO. - 2023

A RESOLUTION APPROVED FINAL URBAN AREA BOUNDARY

WHEREAS, the 2020 United States Decennial Census has occurred and the City of Dickinson has met the minimum threshold for qualification as an urban area as set forth by the U.S. Census Bureau,

WHEREAS, the North Dakota Department of Transportation (NDDOT) requested that the City of Dickinson delineate its Urban Area boundary,

WHEREAS, the Urban Area boundary has been submitted to the NDDOT and the City of Dickinson has received comments based on the preliminary review by the NDDOT and the Federal Highway Administration (FHWA).

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners for the City of Dickinson, North Dakota, approves the attached final Urban Area boundary for the purposes of NDDOT and FHWA funding, programs and grants.

ENACTED this 5th day of December, 2023.

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger, City Administrator

I-94 East Business Route





ENGINEERING MEMORANDUM

November 28, 2023

RE: December 5th Commission Meeting

NDDOT Bid Concurrence Agreement for I-94 East Business Route Micro Surfacing

For your consideration is a bid concurrence letter from the North Dakota Department of Transportation (NDDOT) to accept the bid for the project to perform micro surfacing for the Interstate 94 (I-94) East Business Route from 10th Ave. East to the I-94 interchange (City of Dickinson Project Number 202332). The project is scheduled to be executed during the 2024 construction season and is bid to cost \$686,201.72. The contractor is Asphalt Surface Technologies Corporation of St. Cloud, MN. The NDDOT completed the bidding for the project through their procurement processes. The City of Dickinson cost participation is approximately 10% of the bid as per the cost participation and maintenance agreement which was approved by the City Commission at the August 15, 2023 meeting. This route is classified as a minor arterial with the Federal Highway Administration. The micro surfacing is intended to extend the life of the pavement by sealing the surface, and the micro surfacing will provide additional friction for the roadway surface. The proposed funding for this project is Gross Production Tax which was budgeted as a 2024 Capital Improvement Project for \$100,000.

The City of Dickinson Commission approved the preliminary engineering reimbursement agreement for the I-94 East Business Route micro surfacing project at the November 15, 2022 City Commission meeting. At that time, the project TIC was estimated at \$1,000,000.

The city engineering staff recommends approval



November 20, 2023

Joshua Skluzacek
City Engineer
38 1st Street W
Dickinson, ND 58601

PROJECTS: NHU-5-094(162)907, PCN 23845 – DICKINSON; 1-94B, 10TH AVE E TO 1-94

Bids for the construction on the above noted project were taken at our bid opening of November 17, 2023. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for Micro Surfacing was submitted by Asphalt Surface Technologies Corporation of Saint Cloud, MN in the amount of \$686,201.72. According to the agreement with the City of Dickinson, the City's share of project **NHU-5-094(162)907** is estimated to be \$75,482.19. See contract detail estimates for cost breakdown and limits.

Before we can award to the low bidder, we need the City of Dickinson to **concur**, in writing, in the estimated amount before November 27, 2023, if possible.

Questions should be addressed to the Construction Services Division at 701-328-2566.

Sincerely,



Phillip Murdoff, PE
Construction Services Engineer

80/pm/jmm
Enclosure

North Dakota **FEDERAL AID**

Bid Opening Date: **11/17/2023**

Project Number: **NHU-5-094(162)907**

PCN: **23845**

Job Number: **23845**

English/Metric: **ENGLISH**

Contract with **ASPHALT SURFACE TECHNOLOGIES CORPORATION SAINT CLOUD, MN**

Signed Date:

County(s): **STARK**

Location: **I-94B, 10TH AVE E TO I-94 - DICKINSON**

Roadway: **URBAN**

I-94B, LRS_ID S94E000B59.485_01 RP 907.14 (3.6122) TO RP 908.765 (5.362)

Type: **MICRO SURFACING**

Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	1.000	L SUM	\$1,700.00	\$1,700.00
421	0011	AGGREGATE FOR MICROSURFACING TYPE III	812.000	TON	\$230.00	\$186,760.00
421	0020	ASPHALT EMULSION FOR MICROSURFACING	26,572.000	GAL	\$3.30	\$87,687.60
702	0100	MOBILIZATION	1.000	L SUM	\$149,000.00	\$149,000.00
704	0100	FLAGGING	75.000	MHR	\$75.00	\$5,625.00
704	1000	TRAFFIC CONTROL SIGNS	2,363.000	UNIT	\$1.10	\$2,599.30
704	1052	TYPE III BARRICADE	39.000	EA	\$55.00	\$2,145.00
704	1060	DELINEATOR DRUMS	18.000	EA	\$44.00	\$792.00
704	1067	TUBULAR MARKERS	195.000	EA	\$11.00	\$2,145.00
704	1080	STACKABLE VERTICAL PANELS	316.000	EA	\$11.00	\$3,476.00
704	1086	SEQUENCING ARROW PANEL-TYPE B	1.000	EA	\$55.00	\$55.00
704	1185	PILOT CAR	19.000	HR	\$75.00	\$1,425.00
704	1500	OBLITERATION OF PAVEMENT MARKING	16,548.000	SF	\$5.50	\$91,014.00
762	0110	EPOXY PVMT MK 4IN LINE-GROOVED	47,136.000	LF	\$1.55	\$73,060.80
762	0131	EPOXY PVMT MK 6IN LINE-GROOVED	436.000	LF	\$11.00	\$4,796.00
762	0132	EPOXY PVMT MK 8IN LINE-GROOVED	2,845.000	LF	\$3.00	\$8,535.00
762	0134	EPOXY PVMT MK 12IN LINE-GROOVED	65.000	LF	\$22.00	\$1,430.00
762	0135	EPOXY PVMT MK 24IN LINE-GROOVED	491.000	LF	\$38.00	\$18,658.00
762	0136	EPOXY PVMT MK MESSAGE-GROOVED	1,136.000	SF	\$33.00	\$37,488.00
762	0430	SHORT TERM 4IN LINE-TYPE NR	28,926.000	LF	\$0.27	\$7,810.02

Subtotal **\$686,201.72**

Eng and Contg **\$68,620.17**

Total **\$754,821.89**

Length **1.8000 Miles**

Estimated Cost		Construction
		\$754,821.89
NHU FEDERAL FUNDS	80.93%	\$610,877.35
NHU STATE FUNDS	9.07%	\$68,462.35
NHU DICKINSON CITY FUNDS	10.00%	\$75,482.19

11/17/2023

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

Section 7. Item F.

North Dakota **FEDERAL AID**

Bid Opening Date: **11/17/2023**

Project Number: **NHU-5-094(162)907**

PCN: **23845**

Job Number: **23845**

English/Metric: **ENGLISH**

Summary for Project

Length **1.8000 Miles** **STARK** **1.8000 Miles**

Estimated Total Construction Cost: **\$686,201.72**

Estimated Total Eng and Contg: **\$68,620.17**

	<u>Construction</u>	<u>Total</u>
Estimated Cost	\$754,821.89	\$754,821.89
NHU FEDERAL FUNDS	\$610,877.35	\$610,877.35
NHU STATE FUNDS	\$68,462.35	\$68,462.35
NHU DICKINSON CITY FUNDS	\$75,482.19	\$75,482.19

ND DEPARTMENT OF TRANSPORTATION			SHEET NO. <u>1</u> OF <u>1</u>		ABSTRACT OF BIDS RECEIVED					
PROJECT NO. NHU-5-094(162)907			NO. 23845		BIDDER ENGINEERS ESTIMATE		BIDDER ASPHALT SURFACE TECH NOLOGIES CORPORATION		BIDDER	
COUNTY & DATE STARK (089) NOV 17, 2023 09:30AM							SAINT CLOUD, MN			
LENGTH & TYPE 1.800										
COMPLETION TIME I94B, 10TH AVE E TO I-94 - DICKINSON 09/16/24 MICRO SURFACING					C.C. CHECK RANK 00		C.C. BOND RANK 01		C.C.	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT	
103	CONTRACT BOND	L SUM	1000	4800000	4800000	1700000	1700000			
421	AGGREGATE FOR MICROSURFACING TYPE III	TON	812000	160000	12992000	230000	18676000			
421	ASPHALT EMULSION FOR MICROSURFACING	GAL	26572000	4000	10628800	3300	8768700			
702	MOBILIZATION	L SUM	1000	200000000	200000000	149000000	149000000			
704	FLAGGING	MHR	75000	50000	3750000	75000	5625000			
704	TRAFFIC CONTROL SIGNS	UNIT	2363000	3000	7089000	1100	2599300			
704	TYPE III BARRICADE	EA	39000	100000	3900000	55000	2145000			
704	DELINEATOR DRUMS	EA	18000	25000	450000	44000	792000			
704	TUBULAR MARKERS	EA	195000	10000	1950000	11000	2145000			
704	STACKABLE VERTICAL PANELS	EA	316000	28000	8848000	11000	3476000			
704	SEQUENCING ARROW PANEL-TYPE B	EA	1000	900000	900000	55000	550000			
704	PILOT CAR	HR	19000	65000	1235000	75000	1425000			
704	OBLITERATION OF PAVEMENT MARKING	SF	16548000	2000	33096000	5500	91014000			
762	EPOXY PVMT MK 4IN LINE-GROOVED	LF	47136000	1300	61276800	1550	73060800			
762	EPOXY PVMT MK 6IN LINE-GROOVED	LF	436000	5300	2310800	11000	4796000			
762	EPOXY PVMT MK 8IN LINE-GROOVED	LF	2845000	3000	8535000	3000	8535000			
762	EPOXY PVMT MK 12IN LINE-GROOVED	LF	65000	15000	975000	22000	1430000			
762	EPOXY PVMT MK 24IN LINE-GROOVED	LF	491000	30000	14730000	38000	18658000			
762	EPOXY PVMT MK MESSAGE-GROOVED	SF	1136000	20000	22720000	33000	37488000			
762	SHORT TERM 4IN LINE-TYPE NR	LF	28926000	200	5785200	270	7810020			
TOTAL						61855880		68620172		
						NO LIMIT				

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO:

ASPHALT SURFACE TECHNOLOGIES CORPORATION

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

64

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

RESOLUTION NO. _____ - 2023

A RESOLUTION AUTHORIZING A BID CONCURRENCE WITH THE NORTH DAKOTA DEPARTMENT OF TRANSPORTATION’S PROJECT REGARDING THE I-94 EAST BUSINESS ROUTE MICRO-SURFACING

WHEREAS, the North Dakota Department of Transportation plans to perform micro-surfacing on the Interstate 94 (I-94) East Business Route from 10th Ave. East to the I-94 interchange (City of Dickinson Project Number 202332), which is intended to extend the life of the pavement by sealing the surface, and the micro surfacing will provide additional friction for the roadway surface.

WHEREAS, the Project is scheduled to be executed during the 2024 construction season and is bid to cost \$686,201.72, and the NDDOT completed the bidding for the Project through its procurement processes.

WHEREAS, the City of Dickinson cost participation is approximately 10% of the bid as per the Cost Participation and Maintenance Agreement which was approved by the City Commission at the August 15, 2023 meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Dickinson, North Dakota, as follows:

1. That the City of Dickinson hereby authorizes the expenditure and reimbursement of \$100,000 for the I-94 East Business Route Micro-Surfacing Project.
2. That the City Administrator and/or City Engineer of the City of Dickinson, be and hereby are authorized and directed to furnish such information as the North Dakota Department of Transportation may reasonably request in connection with the application which is hereby authorized to be filed and to sign all necessary documents.

Dated this 5th day of December 2023.

Scott Decker, President
Board of City Commissioners
City of Dickinson, North Dakota

ATTEST:

Dustin Dassinger
Dickinson City Administrator

Certificate of Recording Officer

The undersigned duly qualified and acting City Attorney of the City of Dickinson does hereby certify:

That the attached resolution is a true and correct copy of the resolution, authorizing the filing of the application with the North Dakota Department of Transportation, as regularly adopted at a legally convened meeting of the Board of City Commissioners of the City of Dickinson, duly held on the 5th day of December 2023; and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

In Witness Whereof, I have hereunto set my hand this 5th day of December, 2023.

By: _____
Christina M. Wenko
Dickinson City Attorney