REGULAR MEETING OF THE CITY COMMISSION AGENDA

Tuesday, November 17, 2026 at 4:30 PM MT
City Hall – 38 1st Street West Dickinson, ND 58601

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

CALL TO ORDER

ROLL CALL

OPENING CEREMONIES: PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS: CONSIDERATION FOR APPROVAL

A. Resolution No: 50-2026

Ordinance No: 1873

2. CONSENT AGENDA

A. Approval of City Commission Meeting Minutes dated November 3, 2026 (Enc.)

Presented by: President Decker

Consideration to approve

B. Approval of Accounts Payable, Commerce Bank and Checkbook (Enc.)

Presented by: President Decker

Consideration to approve

3. ADMINISTRATION / FINANCE

A. Civicplus DocAccess Contract (Enc.)

Presented by: IT Director Meyer

Consideration to approve

B. Civicplus Audio Eye Contract (Enc.)

Presented by: IT Director Meyer

Consideration to approve

C. 2027 Alcohol License Renewals (Enc.)

Presented by: Administrator Dassinger

Consideration to approve

D. 2027 Tobacco License Renewal (Enc.)

Presented by: Administrator Dassinger

Consideration to approve

E. Sales Tax Resolution (Enc.)

Presented by: Administrator Dassinger

Consideration to approve Resolution No. _____

F. Monthly Financial Report (Enc.)

Presented by: Deputy Finance Director Greenwood

G. HR Monthly Report (Enc.)

Presented by: HR Director Nameniuk

H. City Administrator's Contract

Presented by: President Decker

Consideration to approve

4. PUBLIC WORKS

A. Solid Waste Trash Compactor Bid Award and Contract (Enc.)

Presented by: PW Director Clemow

Consideration to approve Bid Award and Contract

5. PUBLIC SAFETY - FIRE

6. PUBLIC SAFETY - POLICE

A. Quarterly Report (Enc.)

Presented by: Police Chief Cianni

7. COMMUNITY DEVELOPMENT

A. 202409-Fire Station 1 Contract Amendment with ICON Architecture (Enc.)

Presented by: Senior Engineer Keller

Consideration to approve

B. 202409-Fire Station 1 Contract Amendment for CMAR with JE Dunn (Enc.)

Presented by: Senior Engineer Keller

Consideration to approve

C. Lot 27A Quit Claim Deed from Dickinson Parks and Recreation (Enc.)

Presented by: Senior Engineer Keller

Consideration to approve

D. WRF Primary Treatment Electrical Bid Award (Enc.)

Presented by: Senior Engineer Keller

Consideration of approval of Award

8. **PUBLIC HEARING – 5:00 PM**
9. **PUBLIC COMMENTS**
10. **COMMISSION COMMENTS**
11. **ADJOURNMENT**

Link for viewing Commission Meeting:
Stream Link: https://youtube.com/live/GB8PriCxUDk
This link will not be live until approximately 4:25 PM MT on November 17, 2026
Teams Meeting: https://tinyurl.com/CC11172026

Persons desiring to attend the meeting who require special accommodations are asked to contact the City Administrator at (701) 456-7744 by the Friday preceding the meeting.

REGULAR MEETING **DICKINSON CITY COMMISSION** **November 3, 2026**

I. CALL TO ORDER

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

II. ROLL CALL

Present were: President Scott Decker, Vice President Jason Fridrich, Commissioners Robert Baer, and Joe Ridl.

Telephone: Russ Murphy

Absent: None

OPENING CEREMONIES: PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl

To approve the November 3, 2026, Commission Meeting as presented.

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

2. CONSENT AGENDA

MOTION BY: Robert Baer SECONDED BY: Russ Murphy

A. Approval of the City Commission Meeting Minutes dated October 20, 2026

B. Approval of Accounts Payable, Commerce Bank and Checkbook

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

3. ADMINISTRATION/FINANCE

A. Repealing the Sick Leave Bank

HR Generalist Natalie Torgerson presents an ordinance change to remove the existing Sick Leave Bank provisions from Chapter 42 to reflect the discontinuation of the program for employees' own illnesses and injuries. This is the second reading with no comments since the first reading.

MOTION BY: Jason Fridrich SECONDED BY: Russ Murphy

To approve second reading and final passage of Ordinance 1870.

ORDINANCE NO. 1870

AN ORDINANCE AMENDING AND RE-ENACTING SECTION 42-120 OF THE DICKINSON MUNICIPAL CODE, RELATING TO SPECIAL BENEFIT TO RETIRING PUBLIC SAFETY EMPLOYEES

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

B. Enacting Short Term and Long Term Disability Benefits

HR Generalist Natalie Torgerson presents an ordinance change to establish Chapter 42 provisions recognizing employer-paid short-term and long-term disability benefits for regular full-time employees. This is the second reading with no comments since the first reading.

MOTION BY: Robert Baer SECONDED BY: Jason Fridrich

To approve second reading and final passage of Ordinance 1871.

ORDINANCE NO. 1871

AN ORDINANCE ENACTING SECTION 42-122 OF CHAPTER 42 OF THE MUNICIPAL CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO SHORT-TERM AND LONG-TERM DISABILITY BENEFITS

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

C. Public Hearing – Adopting Sick Leave Donations for Family Medical Leave

HR Generalist Natalie Torgerson presents an ordinance amendment to amend and re-enact Section 42-144 to establish a voluntary sick leave donation program for employees who need additional paid leave to care for an immediate family member with a qualifying serious health condition under FMLA. The proposed ordinance establishes eligibility requirements, donation limits, and Human Resources administration. This is the second reading with no comments since the first reading.

MOTION BY: Russ Murphy SECONDED BY: Joe Ridl
To approve second reading and final passage of Ordinance 1872

ORDINANCE NO. 1872

AN ORDINANCE AMENDING AND RE-ENACTING SECTION 42-144 OF THE DICKINSON MUNICIPAL CODE, RELATING TO SICK LEAVE DONATIONS FOR FAMILY MEDICAL LEAVE

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

D. Master Agreement for Professional Services – Foster and Foster Consulting Actuaries.

Deputy City Finance Director Linda Carlson presents a Master Agreement for professional services. It was the decision of Gallagher to sell the professional services to Foster and Foster Actuaries. The transition will end at the end of 2026. Foster and Foster are to help ensure high quality of services. Director Carlson states the Retirement Board had met on October 28, 2026 to review and they recommend Foster and Foster for the City of Dickinson.

MOTION BY: Jason Fridrich SECONDED BY: Robert Baer
To approve the Master Agreement for Professional Services – Foster and Foster Consulting Actuaries.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 0, Abstain 1 (Murphy)
Motion declared duly passed

4. PUBLIC WORKS

A. No Report

5. PUBLIC SAFETY

Fire

1. EMS Update

Fire Chief Jeremy Presnell gives an EMS update from 1/1/2026 – 7/1/2026. There was an average of 251 calls a month. He states there were 716 calls as of end of July. The highest month had 274 calls. There were 511 transfers which averages about 2.4 a day – take patient from hospital in Dickinson to Bismarck. He states they have gone to Billings, MT, Watford, Fargo, etc. ALS largest number of calls that require paramedics. Advance intervention happening. These are the largest number of calls. 863 ALS categorized calls. He states Saturday is the busiest day of the week. There is a four hour turnaround time from hospital to hospital to Bismarck. Unit out of service for about 4 hours. Chief Presnell

reviews the revenue streams for calls as the largest portion is EMS revenue. The Fire Department still provides educational courses and as of end of July 68 CPR courses, we do charge for those, a lot of nurses and other responders. Kick off paramedic course at DSU soon. EMS also does event standby's which has revenue of $15 to $20K and this would be for rodeos, etc. $25,000 on education has been generated revenue. It takes about 60-90 days to receive any turnaround revenue. There have been 1,221 transports $949,000 received. 2026 Medicare pays the most. Collections rates pretty high – good collection rate – not sure if we can get better – sitting really good spot at collection of 80%. Projecting to do about $1.7 million. Ahead of what we projected when taking on the ambulance.

Police

A. Police Department

1. No Report

6. COMMUNITY DEVELOPMENT SERVICES

A. 2026 Maintenance Certification for Urban Federal Aid Projects

Engineering and Communities Development Director Josh for consideration is the 2026 Urban Maintenance Certification for Urban Federal Aid Projects which is a requirement from the Federal Highway Administration and North Dakota Department of Transportation 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 and Public Works staff recommends approval.

MOTION BY: Russ Murphy SECONDED BY: Jason Fridrich
To approve the 2026 Maintenance Certification for Urban Federal Aid Projects

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

B. Heart River 6th Development Agreement

Engineering and Communities Development Director Josh Skluzacek and Community Development staff is proposing a development agreement with Winn Family Revocable Real Estate Trust related to the Heart River 6th Final Plat which was approved at the October 20, 2026 City Commission meeting. The development agreement follows the City of Dickinson template to require all privately installed, publicly owned infrastructure to be funded by the owner and contractor, and all construction engineering services to be directly contracted with the City of Dickinson but reimbursed by the owner and Contractor. Insurance and financial assurances are also included in the agreement.

Director Skluzacek states the Building Permits includes the residential development incentive to waive the water and sewer connection fees and building permit fees for three lots associated with the Heart River 6th plat. All the subject lots are located in the Medium Density Residential (R-2) zoning district and were identified as Minor Improvements Required in the Vacant Land Availability Map in the 2025 Comprehensive Master Plan Update. These residential development incentives are in line with the development incentives approved in Resolution 36-2026. This development agreement includes a sunset clause of three (1) year, and any residences constructed after this time period must pay the water and sewer connection fees and building permit fees at time of construction. Community Development staff recommends approval of this development agreement

MOTION BY: Robert Baer SECONDED BY: Jason Fridrich
To approve the Heart River 6th Development Agreement

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

C. Development Incentives Agreement with Venture Homes

Engineering and Communities Development Director Josh Skluzacek and Community Development staff is proposing a development agreement with Venture Homes, LLC to waive the water and sewer connection fees and building permit fees for the residence constructed along 27th Street West. This development agreement shall apply to the East 78-feet of Lot 26, Block 6 of the Country Oaks Estates Subdivision. The subject lot is located in the Low Density Residential (R-1) zoning district and were identified as available now in the Vacant Land Availability Map in the 2025 Comprehensive Master Plan Update. The residential development incentives are in line with the development incentives approved in Resolution 36-2026. This development agreement includes a sunset clause of one (1) year, and any residences constructed after this time period must pay the water and sewer connection fees and building permit fees at time of construction. Community Development staff recommends approval of this development incentive.

MOTION BY: Russ Murphy SECONDED BY: Robert Baer
To approve East 78-feet of Lot 26, Block 6, Country Oaks Estates Residential Development Incentive agreement with Venture Homes.

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

D. Monthly Report

Engineering and Communities Development Director Josh Skluzacek presents the monthly report to include 18 development applications; 54 development meetings and reviewed and approved 13 irregular plats. Building and codes were reviewed with the paid and picked up permits. Engineering showed construction activity within the right of way. He states they are wrapping up west business loop and round abouts. Director Skluzacek reviews CIP projects progress. He states there a few projects coming for bid in late November/December. Streets - 9th street west and 5th avenue west – received funds for funds just received. The GIS department about 2 weeks ago aerial imagery assessable now.

President Scott Decker questions - Empire Road and Fairway Street and when the completion of the mill or what is the City doing on this project.

Director Skluzacek states mill and overlay. Empire from 23rd Avenue West all the way to 8th Avenue West and Fairway, start at 23rd Avenue West and 13th Avenue West. This is 70% complete right now. He states there is a lot of curb and gutter that have failed along the route so we will need to do some patching. Working on a lot of improvements.

7. <u>PUBLIC HEARING – 5:00 P.M.</u>

A. 2024 Audit Report through Teams

Deputy Finance Director Katie Greenwood states the 2024 audit has been completed by Brady Martz a couple of weeks ago. She states Brady Martz will be doing a presentation on the City's 2024 audit.

Ms. Angela Guptill states there were three different auditors report. She states the overall audit opinion – disclaimed audit opinion. No assurance of numbers of audit statements. Not right or wrong. Some issues with the accounting software in getting bank reconciliation to tie out the account. Bank recs from 2023 to 2024 did go down and did clean up some balances during audit so when do 2025 get a clean opinion. 2025 is looking a lot better. Error correction to prior year to statements. Ms. Guptill states the second auditors report show concerns of internal control or financial reporting – take a lot of internal control – findings – 3 of them repeats – and no new ones in them. She states the preparation of financial statements. Brady Martz prepared them for the City. There were material journal entries to correct financial statements – related to cleaning up prior year balances. The bank reconciliations – if not tying month to month then is considered a weakness in control and can cause problems. Hope to drop this off next year. Ms. Guptill

states the third auditors report shows Federal funding – 2024 quite a few funds through clean water and drinking water funds federal funding – required for single audit and look at audit. Did receive unmodified on federal portion of the audit. There were 2 findings – procurement – didn't receive documentation there was verification of usage of vendor usage. 2nd – data collection form reporting. This one is required to have within 9 months of year end. Didn't meet 9 month deadline. This is going to be as so in 2025 also. At least for 2026 this finding to fall off. Timing thing – not a mistake. There are required communications – mainly related to pensions 7 plans – all require an estimate and actuary. Compensated absences. There was no unusual transaction, no uncorrected statements as well.

Ms. Guptill states Ms. Greenwood very helpful and responses. She did a great job on the audit.

President Scott Decker opens the public hearing at 5:10 p.m. There were no questions nor comments on the 2024 Audit for the City of Dickinson therefore the public hearing was closed at 5:11 p.m.

President Decker thanks Brady Martz and City staff for being responsible. Get 2025 rolling and get it done and stay on track.

8. PUBLIC COMMENS NOT ON AGENDA

None

9. COMMISSION COMMENTS

MOTION BY: Russ Murphy SECONDED BY: Jason Fridrich
To move into Executive Session ND44-04-10.2 to discuss City Administrators Dassinger's Employment Contract at 5:12 p.m.

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

MOTION BY: Robert Baer SECONDED BY: Joe Ridl
To reconvene from Executive Session ND44-04-10.2 at 5:23 p.m.

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

President Scott Decker states he is to proceed with discussion with the City Administrator Dustin Dassinger upon the direction of the City Commission.

11. ADJOURNMENT

MOTION BY: Joe Ridl SECONDED BY: Jason Fridrich
Adjournment of the meeting was at 5:25 P.M.

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: November 3, 2026

MANUAL Checks 11/17/2026

Date	Check #	Vendor Name	Amount	Comment
10/29/2026	136666	BRAVERA WEALTH	$ 750,000.00	PD Pension Plan Funding
10/30/2026	ACH	BRAVERA WEALTH	$ 15,220.63	Payroll
10/30/2026	ACH	IRS	$ 176,611.48	Payroll
10/30/2026	ACH	STATE OF ND	$ 2,724.93	Payroll
10/30/2026	ACH	STATE OF FLORIDA	$ 161.54	Payroll
11/2/2026	136667	J'S FLOORING&SPEC	$ 3,150.00	Egress at PSC
11/2/2026	136668	KIESLER POLICE SUPPLY	$ 21,754.05	Glok Program
11/3/2026	ACH	COMMERCE	$ 22,626.74	Statement 10.2.26
11/4/2026	136671	ALLSTATE PETERBILT	$ 30.00	Invoice/ Correct Dup entry
11/4/2026	136803	SW WATER AUTHORITY	$ 456,313.06	Due by Nov 15th
11/4/2026	136833	TW ENTERPIRSES	$ 1,589.33	Reissue/ Lost
11/5/2026	136834	HEATHER DOST	$ 717.52	Reimbursement/ Dup Payment
11/5/2026	ACH	NDPERS	$ 337,513.38	Health Premium Nov
11/6/2026	ACH	NDPERS	$ 259,067.23	Payroll

PAYROLL TRANSACTIONS

10/2/2026

GROSS WAGES	$	716,101.48
NET WAGES	$	509,290.20

TAXES

FEDERAL	$	59,919.90
FICA	$	104,300.80
STATE	$	3,096.85

PENSIONS

DEFINED BENEFIT/EE " OLD PLAN "	$	1,764.92
BRAVERA DC /EE	$	2,468.25
BRAVERA DC/ER	$	2,468.25
NDPERS EE	$	34,463.52
NDPERS ER	$	52,186.25

HEALTH PREMIUM

EMPLOYEE	$	23,539.11
EMPLOYER	$	145,420.50

10/16/2026

GROSS WAGES	$	733,691.29
NET WAGES	$	524,975.24

TAXES

FEDERAL	$	60,600.67
FICA	$	107,255.58
STATE	$	3,195.09

PENSIONS

DEFINED BENEFIT/EE " OLD PLAN "	$	1,776.05
BRAVERA DC/EE	$	2,468.25
BRAVERA DC/ER	$	2,468.25
NDPERS EE	$	34,310.26
NDPERS ER	$	51,884.18

HEALTH PREMIUM

EMPLOYEE	$	23,058.66
EMPLOYER	$	143,547.37

10/30/2026

GROSS WAGES	$	732,219.61
NET WAGES	$	549,608.38

TAXES

FEDERAL	$	65,626.28
FICA	$	110,985.20
STATE	$	3,633.32

PENSIONS

DEFINED BENEFIT/EE " OLD PLAN "	$	1,775.59
BRAVERA DC/EE	$	2,512.67
BRAVERA DC/ER	$	2,512.67
NDPERS EE	$	34,316.20
NDPERS ER	$	51,906.81

HEALTH PREMIUM

EMPLOYEE	$	1,800.06
EMPLOYER	$	7,614.24

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson
Payables Management

Ranges:
Vendor ID: First - Last
Class ID: First - Last
Payment Priority: First - Last
Vendor Name: First - Last
FED TAX CLAS: First - Last
Posting Date: First - Last
Document Number: First - Last
Print Option: DETAIL
Age By: Document Date
Aging Date: 11/1/2026

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

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

Vendor ID: 4977 **Name:** ADVANTAGE CREDIT 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
	69200	INV	10/31/2026	10/31/2026	$287.50	CREDIT CHECKS/NEW HIRES		$287.50			
							Due				
Voucher(s): 1						Aged Totals:	$287.50	$287.50	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4604227615	INV	10/29/2026	10/29/2026	$145.47	R64 WO:114228		$145.47			
	4604227651	INV	10/30/2026	10/30/2026	$11.62	R48 WO:114239		$11.62			
	4604227754	INV	11/3/2026	11/3/2026	$149.72	R48 WO:114239		$149.72			
	4604227896	INV	11/3/2026	11/3/2026	$553.19	R48 WO:114239		$553.19			
	4604227686	INV	11/5/2026	11/5/2026	$74.86	R64 WO:114228		$74.86			
	4604227996	INV	11/6/2026	11/6/2026	$508.97	R64 WO:114228		$508.97			
							Due				
Voucher(s): 6						Aged Totals:	$1,443.83	$1,443.83	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	17WM-PMW4-67VK	INV	10/22/2026	10/22/2026	$173.60	SUPPLIES		$173.60			
	11XQ-9M6Q-73HC	INV	10/26/2026	10/26/2026	$11.72	SUPPLIES		$11.72			
	1C7F-7T6G-MX36	INV	10/26/2026	10/26/2026	$146.00	SUPPLIES		$146.00			
	1D9M-MG71-RLV1	INV	10/30/2026	10/30/2026	$503.06	UNIFORMS		$503.06			
	1DDH-XQRV-RMT1	INV	10/30/2026	10/30/2026	$392.00	SUPPLIES		$392.00			
	16DP-YVNM-PMY3	CRM	10/30/2026		($60.77)	RETURN		($60.77)			
	11Y1-VPQ9-CHNT	INV	11/2/2026	11/2/2026	$54.80	SUPPLIES		$54.80			
	13CF-GVKX-DR37	INV	11/2/2026	11/2/2026	$500.67	SUPPLIES		$500.67			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	1PWX-PCXN-F91N	INV	11/2/2026	11/2/2026	$88.58	SUPPLIES		$88.58				
	1KVW-9LRD-HDH7	INV	11/4/2026	11/4/2026	$344.29	MEDIA/LIBRARY		$344.29				
	1RH6-6KCQ-DMQQ	INV	11/4/2026	11/4/2026	$497.18	BOOKS/LIBRARY		$497.18				
	1KV1-1N67-6XR3	INV	11/9/2026	11/9/2026	$526.82	SUPPLIES FIRE/EMS		$526.82				
								Due				
Voucher(s):	12					Aged Totals:		$3,177.95	$3,177.95	$0.00	$0.00	$0.00

Vendor ID: 4557 **Name:** AMERICAN ENGINEERING TESTING 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
	PJI-096042	INV	10/23/2026	10/23/2026	$11,305.35	202216 BALER BUILDING EXP/		$11,305.35			
								Due			
Voucher(s):	1					Aged Totals:		$11,305.35	$11,305.35	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	10.9.26 REIMB	INV	10/9/2026	10/9/2026	$242.20	MILEAGE REIMBURSEMENT		$242.20			
								Due			
Voucher(s):	1					Aged Totals:		$242.20	$242.20	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	416126373	INV	11/4/2026	11/4/2026	$57.18	SUPPLIES		$57.18			
								Due			
Voucher(s):	1					Aged Totals:		$57.18	$57.18	$0.00	$0.00	$0.00

Vendor ID: 5932 **Name:** AXON ENTERPRISE, 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
	INUS494141	INV	11/1/2026	11/1/2026	$11,580.05	EVIDENCE EVIDENCE/ FLEET		$11,580.05			
	INUS494429	INV	11/1/2026	11/1/2026	$10,388.56	FLEET3 - ALPR LICENSE x4		$10,388.56			
								Due			
Voucher(s):	2					Aged Totals:		$21,968.61	$21,968.61	$0.00	$0.00	$0.00

Vendor ID: 68 **Name:** B & K ELECTRIC **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
	202006	INV	8/27/2026	8/27/2026	$1,721.00	21ST $ 3RD				$1,721.00	
	202135	INV	10/26/2026	10/26/2026	$219.87	EMPIRE STREET LIGHTS		$219.87			
	202153	INV	11/4/2026	11/4/2026	$320.00	19TH ST E		$320.00			
	202154	INV	11/6/2026	11/6/2026	$741.40	3RD & 9TH		$741.40			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 4	Aged Totals:	$3,002.27	$1,281.27	$0.00	$1,721.00	$0.00

Vendor ID: 6204 **Name:** BALCO UNIFORM - FIRE ACCOUNT **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	89993-1	INV	10/27/2026	10/27/2026	$822.50	SUPPLIES/ UNIFORMS		$822.50			

			Due				
Voucher(s): 1	Aged Totals:	$822.50	$822.50	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	90075	INV	10/30/2026	10/30/2026	$151.76	SUPPLIES/ UNIFORMS		$151.76			

			Due				
Voucher(s): 1	Aged Totals:	$151.76	$151.76	$0.00	$0.00	$0.00

Vendor ID: 817 **Name:** BECKER, DANA **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	DEC 2026	INV	11/5/2026	11/5/2026	$486.82	OPEB/ DECEMBER PREMIUM		$486.82			

			Due				
Voucher(s): 1	Aged Totals:	$486.82	$486.82	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	7519	INV	9/25/2026	9/25/2026	$5,225.00	116 5TH ST SW			$5,225.00		
	7516	INV	10/9/2026	10/9/2026	$6,110.80	1346 4TH AVE SE		$6,110.80			

			Due				
Voucher(s): 2	Aged Totals:	$11,335.80	$6,110.80	$5,225.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	91297	INV	10/20/2026	10/20/2026	$11,225.48	LANDFILL/ ADD RECEPTACLE		$11,225.48			
	91300	INV	10/20/2026	10/20/2026	$3,056.23	SUPPLIES/ LIGHT HEADS		$3,056.23			
	91367	INV	10/29/2026	10/29/2026	$100.00	POWER ISSUES/ LIFT 7		$100.00			

			Due				
Voucher(s): 3	Aged Totals:	$14,381.71	$14,381.71	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	23019	INV	11/9/2026	11/9/2026	$1,792.60	R63 WO:114310		$1,792.60			

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City of Dickinson

							Due				
Voucher(s):	1					Aged Totals:	$1,792.60	$1,792.60	$0.00	$0.00	$0.00

Vendor ID: 9805 **Name:** BOBCAT OF MANDAN, 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
	41438	INV	10/27/2026	10/27/2026	$2,903.41	SERVICE/ B75		$2,903.41			
							Due				
Voucher(s):	1					Aged Totals:	$2,903.41	$2,903.41	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	115114	INV	10/28/2026	10/28/2026	$46.00	SUPPLIES/ TRIGGER LATCH		$46.00			
							Due				
Voucher(s):	1					Aged Totals:	$46.00	$46.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	933401814	INV	10/28/2026	10/28/2026	$175.80	SUPPLIES		$175.80			
	933429523	INV	11/2/2026	11/2/2026	$117.88	SUPPLIES		$117.88			
	933430190	INV	11/2/2026	11/2/2026	$83.94	SUPPLIES		$83.94			
	933436533	INV	11/3/2026	11/3/2026	$87.90	SUPPLIES		$87.90			
	933437211	INV	11/3/2026	11/3/2026	$87.90	SUPPLIES		$87.90			
							Due				
Voucher(s):	5					Aged Totals:	$553.42	$553.42	$0.00	$0.00	$0.00

Vendor ID: 6272 **Name:** BOSS OFFICE PRODUCTS **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
	902735-0	INV	10/29/2026	10/29/2026	$112.89	SUPPLIES		$112.89			
							Due				
Voucher(s):	1					Aged Totals:	$112.89	$112.89	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	86410607	INV	10/28/2026	10/28/2026	$30.50	SUPPLIES		$30.50			
	600002798	INV	11/3/2026	11/3/2026	$995.17	SUPPLIES/EMS		$995.17			
							Due				
Voucher(s):	2					Aged Totals:	$1,025.67	$1,025.67	$0.00	$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

	40794	INV	11/4/2026	11/4/2026	$75.65	5 GAL SPRING WATER/PSC		$75.65			
	40777	CRM	11/4/2026		($24.00)	3 GAL SPRING WATER DMV		($24.00)			
	429334	INV	11/9/2026	11/9/2026	$218.44	SUPPLIES		$218.44			
								Due			
Voucher(s):	3					Aged Totals:	$270.09	$270.09	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	09PS0405606	INV	11/7/2026	11/7/2026	$17.57	R29 WO:114311		$17.57			
	09PS0405607	INV	11/7/2026	11/7/2026	$105.85	R29 WO:114311		$105.85			
	09PS0405608	INV	11/7/2026	11/7/2026	$343.09	R29 WO:114311		$343.09			
	09PS0405668	INV	11/10/2026	11/10/2026	$2,413.71	R29 WO:114311		$2,413.71			
								Due			
Voucher(s):	4					Aged Totals:	$2,880.22	$2,880.22	$0.00	$0.00	$0.00

Vendor ID: 4275 **Name:** CDW GOVERNMENT **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
	AK9464V	INV	9/15/2026	9/15/2026	$369.47	GOV PREMIERE PRO			$369.47		
	AK97R9B	INV	9/15/2026	9/15/2026	$334.94	HP THUNDERBOLT DOCK			$334.94		
	AL1VL7Y	INV	9/21/2026	9/21/2026	$90.76	UBIQUITI UNIFI SWITCH			$90.76		
	AL2XT5A	INV	9/29/2026	9/29/2026	$1,370.26	HP PROBOOK			$1,370.26		
	AL3911V	INV	10/9/2026	10/9/2026	$386.24	ADOBE ACROBAT PRO		$386.24			
	AL4143I	INV	10/16/2026	10/16/2026	$386.24	ADOBE ACROBAT PRO		$386.24			
	AL57U7R	INV	10/27/2026	10/27/2026	$188.90	ADOBE ACROBAT PRO		$188.90			
								Due			
Voucher(s):	7					Aged Totals:	$3,126.81	$961.38	$2,165.43	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	999103720631	INV	10/23/2026	10/23/2026	$57.75	SUPPLIES		$57.75			
	999103720633	INV	10/23/2026	10/23/2026	$102.00	SUPPLIES		$102.00			
								Due			
Voucher(s):	2					Aged Totals:	$159.75	$159.75	$0.00	$0.00	$0.00

Vendor ID: 4683 **Name:** COLDSPRING **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

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	RI 2606026	INV	10/27/2026	10/27/2026	$399.67	ROSE NICHE		$399.67			
	RI 2606523	INV	10/27/2026	10/27/2026	$399.67	ROSE NICHE		$399.67			
	RI 2609856	INV	11/3/2026	11/3/2026	$641.99	ROSE CRYPT		$641.99			
	RI 2610447	INV	11/4/2026	11/4/2026	$641.99	ROSE CRYPT		$641.99			
	RI 2610449	INV	11/4/2026	11/4/2026	$399.67	ROSE NICHE		$399.67			
								Due			
Voucher(s):	**5**					**Aged Totals:**		**$2,482.99**	**$2,482.99**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 128 **Name:** CONSOLIDATED COMM CORP **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
	2716800 11012026	INV	11/1/2026	11/1/2026	$3,288.60	MONTHLY BILLING		$3,288.60			
	3027600 110126	INV	11/1/2026	11/1/2026	$60.90	NOVEMBER 1ST BILLING		$60.90			
	423500 11012026	INV	11/1/2026	11/1/2026	$151.96	MONTHLY BILLING/LIBRARY		$151.96			
	423600 11012026	INV	11/1/2026	11/1/2026	$2,450.94	MONTHLY BILLING		$2,450.94			
								Due			
Voucher(s):	**4**					**Aged Totals:**		**$5,952.40**	**$5,952.40**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4699	INV	10/13/2026	10/13/2026	$455.00	LEGAL SERVICES/KRAFT		$455.00			
	4700	INV	10/13/2026	10/13/2026	$90.00	LEGAL SERVICES/KRAMER		$90.00			
	4708	INV	10/13/2026	10/13/2026	$180.00	LEGAL SERVICES/MURPHY		$180.00			
	4711	INV	10/13/2026	10/13/2026	$90.00	LEGAL SERVICES/RUBALCAV.		$90.00			
								Due			
Voucher(s):	**4**					**Aged Totals:**		**$815.00**	**$815.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 3986 **Name:** CUMMINS SALES AND SERVICE **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
	CG-261024679	INV	10/19/2026	10/19/2026	$8,250.47	SERVICE		$8,250.47			
								Due			
Voucher(s):	**1**					**Aged Totals:**		**$8,250.47**	**$8,250.47**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1753	INV	10/16/2026	10/16/2026	$1,869.20	STATEMENTS/ 9.30.2026		$1,869.20			
	1754	INV	10/16/2026	10/16/2026	$2,089.01	STATEMENTS/ 9.20.2026		$2,089.01			

	1755	INV	10/28/2026	10/28/2026	$2,099.80	STATEMENTS/ 10.20.2026		$2,099.80			
							Due				
Voucher(s):	3					Aged Totals:	$6,058.01	$6,058.01	$0.00	$0.00	$0.00

Vendor ID: 5826 **Name:** DAKOTA PRAIRIE REFINING, LLC **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
	10312026	INV	10/31/2026	10/31/2026	$1,816.28	CONVEYANCE/ OCT		$1,816.28			
							Due				
Voucher(s):	1					Aged Totals:	$1,816.28	$1,816.28	$0.00	$0.00	$0.00

Vendor ID: 145 **Name:** DCI CREDIT SERVICES 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
	GARNISH 11.13.2026	INV	11/12/2026	11/12/2026	$303.49	45-2026-CV-00985		$303.49			
							Due				
Voucher(s):	1					Aged Totals:	$303.49	$303.49	$0.00	$0.00	$0.00

Vendor ID: 6661 **Name:** DICKINSON HARDWARE LLC - PINE CREEK PART **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
	409947/12	INV	10/30/2026	10/30/2026	$4.49	SUPPLIES		$4.49			
	409994/12	INV	11/3/2026	11/3/2026	$295.23	SNOW SHOVELS, DOOR KNOI		$295.23			
	410057/12	INV	11/6/2026	11/6/2026	$25.99	CHAINSAW LOOP		$25.99			
	410086/12	INV	11/9/2026	11/9/2026	$16.16	SUPPLIES/B&G		$16.16			
	410104/12	INV	11/9/2026	11/9/2026	$41.37	SUPPLIES		$41.37			
							Due				
Voucher(s):	5					Aged Totals:	$383.24	$383.24	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4232800	INV	11/4/2026	11/4/2026	$2,057.00	DC PLAN REVIEW & AMENDM		$2,057.00			
	4232801	INV	11/4/2026	11/4/2026	$1,210.00	POLICE DB PLAN REVIEW		$1,210.00			
	4232802	INV	11/4/2026	11/4/2026	$1,512.50	CITY DB PLAN AMENDMENT		$1,512.50			
	4232803	INV	11/4/2026	11/4/2026	$907.50	FIRE DB PLAN AMENDMENT		$907.50			
							Due				
Voucher(s):	4					Aged Totals:	$5,687.00	$5,687.00	$0.00	$0.00	$0.00

Vendor ID: 203 **Name:** EAST END AUTO (POLICE) **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
	20488	INV	10/7/2026	10/7/2026	$100.00	TOWING/PLATE 222EET		$100.00			

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	20489	INV	10/7/2026	10/7/2026	$100.00	TOWING TICKET #53599		$100.00				
	20549	INV	10/22/2026	10/22/2026	$100.00	TOWING/PLATE 810EDF		$100.00				
	20550	INV	10/22/2026	10/22/2026	$100.00	TOWING/PLATE 54804		$100.00				
								Due				
Voucher(s):	4					Aged Totals:		$400.00	$400.00	$0.00	$0.00	$0.00

Vendor ID: 2535 **Name:** ELECTRIC PUMP **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
	041879	INV	10/19/2026	10/19/2026	$3,510.30	SUPPLIES/ FLEXASEAL		$3,510.30			
								Due			
Voucher(s):	1					Aged Totals:		$3,510.30	$3,510.30	$0.00	$0.00	$0.00

Vendor ID: 2981 **Name:** ELECTRIC SALES & SERVICE 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
	29751	INV	10/29/2026	10/29/2026	$195.95	MAUSOLEUM/ FLAG POLE LIG		$195.95			
								Due			
Voucher(s):	1					Aged Totals:		$195.95	$195.95	$0.00	$0.00	$0.00

Vendor ID: 2758 **Name:** ELECTRONIC COMMUNICATIONS 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
	112431	INV	11/4/2026	11/4/2026	$958.00	INSTALL MDC/PD 47		$958.00			
								Due			
Voucher(s):	1					Aged Totals:		$958.00	$958.00	$0.00	$0.00	$0.00

Vendor ID: 6669 **Name:** ENETK, LLC **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
	INV-435349586	INV	10/31/2026	10/31/2026	$25,718.44	SCADA PROJECT		$25,718.44			
								Due			
Voucher(s):	1					Aged Totals:		$25,718.44	$25,718.44	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	206-042962	CRM	10/26/2026		($52.00)	CORE CREDIT		($52.00)			
	206-043067	INV	10/28/2026	10/28/2026	$177.96	SUPPLIES		$177.96			
	206-043307	INV	11/4/2026	11/4/2026	$57.86	S94 WO:114264		$57.86			
	206-043469	CRM	11/9/2026		($18.00)	CORE RETURN		($18.00)			
								Due			
Voucher(s):	4					Aged Totals:		$165.82	$165.82	$0.00	$0.00	$0.00

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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
	9-521-40134	INV	10/28/2026	10/28/2026	$22.47	SHIPPING		$22.47			
	9-530-37517	INV	11/4/2026	11/4/2026	$73.87	SHIPPING/POLICE		$73.87			
							Due				
Voucher(s): 2						Aged Totals:	$96.34	$96.34	$0.00	$0.00	$0.00

Vendor ID: 6720 **Name:** FON TUNE ALTERATIONS 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
	MONTH OF OCT 2026	INV	11/1/2026	11/1/2026	$283.00	ALTERATIONS		$283.00			
							Due				
Voucher(s): 1						Aged Totals:	$283.00	$283.00	$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
	MP1191541026	INV	10/31/2026	10/31/2026	$148.00	ADVERTISING/MUSEUM		$148.00			
							Due				
Voucher(s): 1						Aged Totals:	$148.00	$148.00	$0.00	$0.00	$0.00

Vendor ID: 233 **Name:** FOUR SEASONS TROPHIES **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
	8260	INV	11/4/2026	11/4/2026	$46.20	SWTT RECOGNITION PLAQUE		$46.20			
							Due				
Voucher(s): 1						Aged Totals:	$46.20	$46.20	$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
	46663	INV	11/5/2026	11/5/2026	$7,500.00	TRUCKSCALE RENTAL		$7,500.00			
							Due				
Voucher(s): 1						Aged Totals:	$7,500.00	$7,500.00	$0.00	$0.00	$0.00

Vendor ID: 243 **Name:** GEORGE'S TIRE LTD **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
	207534	INV	10/26/2026	10/26/2026	$200.00	SERVICE/ R9		$200.00			
	207771	INV	11/7/2026	11/7/2026	$50.00	WO:114315		$50.00			
							Due				
Voucher(s): 2						Aged Totals:	$250.00	$250.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and

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City of Dickinson

	11584161	INV	10/27/2026	10/27/2026	$135.57	SUPPLIES		$135.57				
	11589322	INV	11/5/2026	11/5/2026	$127.27	WO: 114287		$127.27				
	11590882	INV	11/10/2026	11/10/2026	$6.06	WO:114287		$6.06				
								Due				
Voucher(s):	3					Aged Totals:		$268.90	$268.90	$0.00	$0.00	$0.00

Vendor ID: 248 **Name:** GRAND FORKS FIRE EQUIPMENT **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	47732	INV	10/27/2026	10/27/2026	$2,850.00	SUPPLIES/ FLOW TESTS		$2,850.00			
								Due			
Voucher(s):	1					Aged Totals:		$2,850.00	$2,850.00	$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
	15248045	INV	11/4/2026	11/4/2026	$591.29	AMMONIA		$591.29			
								Due			
Voucher(s):	1					Aged Totals:		$591.29	$591.29	$0.00	$0.00	$0.00

Vendor ID: 6617 **Name:** HAMILTON MEDICAL, 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
	23566906	INV	11/5/2026	11/5/2026	$1,650.00	T1 1 YEAR SERVICE CONTRA(		$1,650.00			
								Due			
Voucher(s):	1					Aged Totals:		$1,650.00	$1,650.00	$0.00	$0.00	$0.00

Vendor ID: 9880 **Name:** HAUGEN DANE **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	10.29.26	INV	10/29/2026	10/29/2026	$86.00	REIMBURSEMENT/ BLUE TO C		$86.00			
								Due			
Voucher(s):	1					Aged Totals:		$86.00	$86.00	$0.00	$0.00	$0.00

Vendor ID: 362 **Name:** HAYNES, MELBYE 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
	35202	INV	11/5/2026	11/5/2026	$1,412.50	LEGAL SERVICES/ALEMAN		$1,412.50			
	35204	INV	11/5/2026	11/5/2026	$817.50	LEGAL SERVICES/ANDERSON		$817.50			
	35219	INV	11/5/2026	11/5/2026	$312.50	LEGAL SERVICES/CRISLER		$312.50			
	35228	INV	11/5/2026	11/5/2026	$562.50	LEGAL SERVICES/ENGLISH		$562.50			
	35230	INV	11/5/2026	11/5/2026	$690.00	LEGAL SERVICES/FAST HORS		$690.00			
	35236	INV	11/5/2026	11/5/2026	$579.00	LEGAL SERVICES/GARLOW		$579.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

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	35242	INV	11/5/2026	11/5/2026	$412.50	LEGAL SERVICES/GUZMAN		$412.50				
	35279	INV	11/5/2026	11/5/2026	$637.50	LEGAL SERVICES/MARTIN		$637.50				
	35292	INV	11/5/2026	11/5/2026	$645.00	LEGAL SERVICES/PETTY		$645.00				
							Due					
Voucher(s):	9					Aged Totals:	$6,069.00	$6,069.00	$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
	1770	INV	10/26/2026	10/26/2026	$140.00	ADVERTISING/ NOV 2026		$140.00			
							Due				
Voucher(s):	1					Aged Totals:	$140.00	$140.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	9526	INV	10/27/2026	10/27/2026	$215.00	MOW/ TRIM		$215.00			
							Due				
Voucher(s):	1					Aged Totals:	$215.00	$215.00	$0.00	$0.00	$0.00

Vendor ID: 5870 **Name:** HEREDIA-NIEVES, YOEL **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	11/10/26 REIMB	INV	11/10/2026	11/10/2026	$284.98	EXPENSE REIMBURSEMENT		$284.98			
							Due				
Voucher(s):	1					Aged Totals:	$284.98	$284.98	$0.00	$0.00	$0.00

Vendor ID: 4004 **Name:** HIGHLANDS ENGINEERING & SURVEYING PLLC **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
	262237-01	INV	10/12/2026	10/12/2026	$2,264.00	202620 ENERGY CENTER 6TH		$2,264.00			
							Due				
Voucher(s):	1					Aged Totals:	$2,264.00	$2,264.00	$0.00	$0.00	$0.00

Vendor ID: 5447 **Name:** IBS, INC--INDUSTRIAL BOLT & 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
	921148-1	INV	10/23/2026	10/23/2026	$178.50	SUPPLIES		$178.50			
							Due				
Voucher(s):	1					Aged Totals:	$178.50	$178.50	$0.00	$0.00	$0.00

Vendor ID: 2255 **Name:** INFORMATION TECHNOLOGY DEPT **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
	DP102026.945.0	INV	10/31/2026	10/31/2026	$820.45	DATA PROCESSING/OCT 2026		$820.45			

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City of Dickinson

Voucher(s): 1	Aged Totals:	Due $820.45	$820.45	$0.00	$0.00	$0.00

Vendor ID: 6613 **Name:** INGRAM LIBRARY SERVICES, LLC **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
	30278994	INV	10/22/2026	10/22/2026	$57.84	SUPPLIES		$57.84			
	30278995	INV	10/22/2026	10/22/2026	$92.59	SUPPLIES		$92.59			
	30278996	INV	10/22/2026	10/22/2026	$461.63	SUPPLIES		$461.63			
	30278997	INV	10/22/2026	10/22/2026	$335.02	SUPPLIES		$335.02			
	30278998	INV	10/22/2026	10/22/2026	$21.16	SUPPLIES		$21.16			
	30278999	INV	10/22/2026	10/22/2026	$145.47	SUPPLIES		$145.47			
	30279000	INV	10/22/2026	10/22/2026	$139.35	SUPPLIES		$139.35			
	30431968	INV	10/28/2026	10/28/2026	$37.57	SUPPLIES		$37.57			
	30431969	INV	10/28/2026	10/28/2026	$18.21	SUPPLIES		$18.21			
	30431970	INV	10/28/2026	10/28/2026	$135.24	SUPPLIES		$135.24			
	30431971	INV	10/28/2026	10/28/2026	$86.25	SUPPLIES		$86.25			
	30585178	INV	11/3/2026	11/3/2026	$33.07	BOOKS/BILLINGS CO		$33.07			
	30585179	INV	11/3/2026	11/3/2026	$37.30	BOOKS		$37.30			
	30585180	INV	11/3/2026	11/3/2026	$19.87	BOOKS/BILLINGS CO		$19.87			
	30585181	INV	11/3/2026	11/3/2026	$28.87	BOOKS		$28.87			
	30585182	INV	11/3/2026	11/3/2026	$54.10	BOOKS/BILLINGS CO		$54.10			
	30585183	INV	11/3/2026	11/3/2026	$446.52	BOOKS		$446.52			
	30585184	INV	11/3/2026	11/3/2026	$259.30	BOOKS/BILLINGS CO		$259.30			
	30585185	INV	11/3/2026	11/3/2026	$18.15	BOOKS		$18.15			
	30585186	INV	11/3/2026	11/3/2026	$16.32	BOOKS		$16.32			
	30585187	INV	11/3/2026	11/3/2026	$39.59	BOOKS		$39.59			
	30585188	INV	11/3/2026	11/3/2026	$166.58	BOOKS		$166.58			
	30605425	INV	11/3/2026	11/3/2026	$90.44	BOOKS		$90.44			
	30605426	INV	11/3/2026	11/3/2026	$17.54	BOOKS		$17.54			
	30605427	INV	11/3/2026	11/3/2026	$31.74	BOOKS/BILLINGS CO		$31.74			
	30605428	INV	11/3/2026	11/3/2026	$20.57	BOOKS		$20.57			

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	30605429	INV	11/3/2026	11/3/2026	$38.61	BOOKS/BILLINGS CO		$38.61			
	30605430	INV	11/3/2026	11/3/2026	$107.03	BOOKS		$107.03			
	30605431	INV	11/3/2026	11/3/2026	$47.19	BOOKS/BILLINGS CO		$47.19			
							Due				
Voucher(s):	29					Aged Totals:	$3,003.12	$3,003.12	$0.00	$0.00	$0.00

Vendor ID: 6742 **Name:** INTERSTATE ENGINEERING, 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
	63324	INV	10/26/2026	10/26/2026	$17,123.20	EVAL OF PW DEPARTMENTS		$17,123.20			
							Due				
Voucher(s):	1					Aged Totals:	$17,123.20	$17,123.20	$0.00	$0.00	$0.00

Vendor ID: 5043 **Name:** JE DUNN CONSTRUCTION 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
	24055200006	INV	9/30/2026	9/30/2026	$944,213.00	202216 BALER BUILDING EXP/			$944,213.00		
	25018500014	INV	9/30/2026	9/30/2026	$31,175.00	202215 LIBRARY EXPANSION			$31,175.00		
							Due				
Voucher(s):	2					Aged Totals:	$975,388.00	$0.00	$975,388.00	$0.00	$0.00

Vendor ID: 293 **Name:** JEROMES DISTRIBUTING 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
	2076033	INV	9/30/2026	9/30/2026	$12.75	WATER RENTAL			$12.75		
	2076999	INV	10/29/2026	10/29/2026	$108.00	SUPPLIES		$108.00			
	2077110	INV	10/30/2026	10/30/2026	$12.75	WATER RENTAL		$12.75			
							Due				
Voucher(s):	3					Aged Totals:	$133.50	$120.75	$12.75	$0.00	$0.00

Vendor ID: 294 **Name:** JOB SERVICE NORTH DAKOTA **Class ID:** **FED TAX CLAS:** GOV 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
	GARNISH 10.30.26	INV	10/30/2026	10/30/2026	$500.02	45-2023-CV-00722		$500.02			
	GARNISH 11.13.2026	INV	11/12/2026	11/12/2026	$500.02	45-2023-CV-00722		$500.02			
							Due				
Voucher(s):	2					Aged Totals:	$1,000.04	$1,000.04	$0.00	$0.00	$0.00

Vendor ID: 6771 **Name:** KATIE GREENWOOD **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	10.29.26	INV	10/29/2026	10/29/2026	$250.13	REIMBURSEMENT/ WDEA		$250.13			

							Due				
Voucher(s):	**1**					**Aged Totals:**	**$250.13**	**$250.13**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 304 **Name:** KDIX RADIO **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	29304906	INV	6/28/2026	6/28/2026	$204.00	ADVERTISING/LEGACY SQUAI					$204.00

							Due				
Voucher(s):	**1**					**Aged Totals:**	**$204.00**	**$0.00**	**$0.00**	**$0.00**	**$204.00**

Vendor ID: 9510 **Name:** LINDE GAS & EQUIPMENT INC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	60171904	INV	11/7/2026	11/7/2026	$353.19	SUPPLIES/EMS		$353.19			

							Due				
Voucher(s):	**1**					**Aged Totals:**	**$353.19**	**$353.19**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	162427	INV	9/9/2026	9/9/2026	$644.00	UNIFORMS/EMS			$644.00		
	163412	INV	10/20/2026	10/20/2026	$158.00	CLOTHING ALLOWANCE/ KLAI		$158.00			
	163627	INV	10/29/2026	10/29/2026	$120.00	CLOTHING ALLOWANCE/ REIN		$120.00			
	163629	INV	10/29/2026	10/29/2026	$27.00	NOTARY STAMP/ DARNYL		$27.00			
	163640	INV	10/30/2026	10/30/2026	$150.00	CLOTHING ALLOWANCE/BOO		$150.00			
	163683	INV	11/2/2026	11/2/2026	$200.00	UNIFORM		$200.00			
	163691	INV	11/2/2026	11/2/2026	$110.00	CLOTHING ALLOWANCE/ A JC		$110.00			
	163754	INV	11/3/2026	11/3/2026	$115.00	CLOTHING ALLOWANCE/STRU		$115.00			
	163771	INV	11/4/2026	11/4/2026	$27.00	NOTARY STAMP/HOFF		$27.00			
	163852	INV	11/6/2026	11/6/2026	$102.00	CLOTHING ALLOWANCE-GRE		$102.00			

							Due				
Voucher(s):	**10**					**Aged Totals:**	**$1,653.00**	**$1,009.00**	**$644.00**	**$0.00**	**$0.00**

Vendor ID: 9692 **Name:** LONG-JOHNS ZAYN **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	11.03.26	INV	11/3/2026	11/3/2026	$61.00	REIMBURSEMENT/ CERT TES		$61.00			

							Due				
Voucher(s):	**1**					**Aged Totals:**	**$61.00**	**$61.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 352 **Name:** MACKOFF KELLOGG LAW FIRM **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

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	55000-000C	INV	10/30/2026	10/30/2026	$17,000.00	PROSECUTION/ OCTOBER		$17,000.00			
	56000-000C	INV	10/30/2026	10/30/2026	$15,000.00	CITY ATTORNEY CONTRACT/		$15,000.00			
							Due				
Voucher(s):	**2**					**Aged Totals:**	**$32,000.00**	**$32,000.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 6163 **Name:** MACQUEEN EQUIPMENT, 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
	INV34461	INV	10/30/2026	10/30/2026	$991.50	TRAVEL LABOR/ MEDIC 2		$991.50			
							Due				
Voucher(s):	**1**					**Aged Totals:**	**$991.50**	**$991.50**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	144565	INV	10/29/2026	10/29/2026	$1,026.64	SERVICE/ PW BOILER PUMPS		$1,026.64			
	144566	INV	10/29/2026	10/29/2026	$1,446.20	SERVICE/ W BROADWAY SHC		$1,446.20			
	144594	INV	11/2/2026	11/2/2026	$2,010.35	HEATER REPAIR @ LIBRARY		$2,010.35			
							Due				
Voucher(s):	**3**					**Aged Totals:**	**$4,483.19**	**$4,483.19**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	86665	INV	10/21/2026	10/21/2026	$11.49	SUPPLIES		$11.49			
	86910	INV	10/27/2026	10/27/2026	$8.98	SUPPLIES		$8.98			
	86988	INV	10/28/2026	10/28/2026	$48.96	SUPPLIES		$48.96			
	87032	INV	10/29/2026	10/29/2026	$216.77	HALLOWEEN SUPPLIES		$216.77			
	87271	INV	11/4/2026	11/4/2026	$32.98	SUPPLIES/SOLID WASTE		$32.98			
	87335	INV	11/5/2026	11/5/2026	$7.57	SUPPLIES/FORESTRY		$7.57			
	87389	INV	11/6/2026	11/6/2026	$141.81	SHOP SUPPLIES/FLEET		$141.81			
	87493	INV	11/9/2026	11/9/2026	$149.96	SUPPLIES/MUSEUM		$149.96			
							Due				
Voucher(s):	**8**					**Aged Totals:**	**$618.52**	**$618.52**	**$0.00**	**$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
	GARNISH 10.30.26	INV	10/30/2026	10/30/2026	$251.88	45-2026-CV-00850		$251.88			
	GARNISH 11.13.2026	INV	11/12/2026	11/12/2026	$251.88	45-2026-CV-00850		$251.88			

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							Due				
Voucher(s):	2					Aged Totals:	$503.76	$503.76	$0.00	$0.00	$0.00

Vendor ID: 6408 **Name:** METRO AREA AMBULANCE SERVICE, 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
	212	INV	10/19/2026	10/19/2026	$1,125.00	AMLS CLASS		$1,125.00			
							Due				
Voucher(s):	1					Aged Totals:	$1,125.00	$1,125.00	$0.00	$0.00	$0.00

Vendor ID: 6400 **Name:** MIDCONTINENT COMMUNICATIONS **Class ID:** **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
	22267580115960	INV	10/27/2026	10/27/2026	$125.65	25 26TH ST E/ FIBER		$125.65			
							Due				
Voucher(s):	1					Aged Totals:	$125.65	$125.65	$0.00	$0.00	$0.00

Vendor ID: 6633 **Name:** MIDSTATES VALUATION 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
	ND01-26-11375	INV	10/30/2026	10/30/2026	$11,000.00	202606/ APPRAISAL REPORTS		$11,000.00			
							Due				
Voucher(s):	1					Aged Totals:	$11,000.00	$11,000.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	102625	INV	10/9/2026	10/9/2026	$807.75	REPLACE SPRING/ FIRE DEPT		$807.75			
	102690	INV	10/15/2026	10/15/2026	$902.53	SUPPLIES/ DUPLEX SPRING		$902.53			
	102733	INV	10/20/2026	10/20/2026	$694.59	SERVICE/ LIGHT CURTAIN		$694.59			
							Due				
Voucher(s):	3					Aged Totals:	$2,404.87	$2,404.87	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	509591595	INV	10/22/2026	10/22/2026	$95.22	SUPPLIES		$95.22			
	509591599	INV	10/22/2026	10/22/2026	$23.24	SUPPLIES		$23.24			
	509623701	INV	10/28/2026	10/28/2026	$37.49	SUPPLIES		$37.49			
	509623702	INV	10/28/2026	10/28/2026	$209.17	SUPPLIES		$209.17			
	509639273	INV	10/31/2026	10/31/2026	$2,390.38	SUPPLIES		$2,390.38			
							Due				
Voucher(s):	5					Aged Totals:	$2,755.50	$2,755.50	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 9929 **Name:** MINNESOTA FIRE SERVICE CERTIFICATION BOA **Class ID:** **FED TAX CLAS:** 501C3 NC

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
	16387	INV	10/21/2026	10/21/2026	$1,440.00	FAO PUMPER CERTIFICATION		$1,440.00			
							Due				
Voucher(s): 1						Aged Totals:	$1,440.00	$1,440.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1383329	INV	10/28/2026	10/28/2026	$155.31	SERVICE		$155.31			
	1383331	INV	10/28/2026	10/28/2026	$57.00	SERVICE		$57.00			
	1383334	INV	10/28/2026	10/28/2026	$311.92	SERVICE		$311.92			
	1383340	INV	10/28/2026	10/28/2026	$155.31	SERVICE		$155.31			
	1384535	INV	11/4/2026	11/4/2026	$155.31	SERVICE		$155.31			
	1384536	INV	11/4/2026	11/4/2026	$57.00	SERVICE		$57.00			
	1384542	INV	11/4/2026	11/4/2026	$311.92	SERVICE		$311.92			
	1384546	INV	11/4/2026	11/4/2026	$155.31	SERVICE		$155.31			
	1385218	INV	11/10/2026	11/10/2026	$5,345.56	LAB TESTING/LANDFILL		$5,345.56			
							Due				
Voucher(s): 9						Aged Totals:	$6,704.64	$6,704.64	$0.00	$0.00	$0.00

Vendor ID: 6737 **Name:** MONROE TRUCK EQUIPMENT, INC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	5523800	INV	11/4/2026	11/4/2026	$205.53	W8 WO:114290		$205.53			
							Due				
Voucher(s): 1						Aged Totals:	$205.53	$205.53	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	605 222 1000 8	INV	10/29/2026	10/29/2026	$41.54	W VILLARD ST BLK LIGHTS		$41.54			
	891 122 1000 3 OCT2	INV	10/29/2026	10/29/2026	$2,076.31	OCT 29 BILLING		$2,076.31			
	404 322 1000 9	INV	11/2/2026	11/2/2026	$245.67	LS 11 1307 SIMS (GAS/ELEC)		$245.67			
	414 322 1000 7	INV	11/2/2026	11/2/2026	$67.49	2100 3RD ST W HIGHWAY 22 S		$67.49			
	832 435 2970 4	INV	11/2/2026	11/2/2026	$71.17	1400 3RD AVE E TRAFFIC SIGI		$71.17			
	052 953 1000 6	INV	11/4/2026	11/4/2026	$35.72	1587 GRASSLANDS DR		$35.72			
	106 127 1790 9	INV	11/4/2026	11/4/2026	$903.47	2475 STATE AVE N MAIN BUIL		$903.47			

156 583 1000 6	INV	11/4/2026	11/4/2026	$79.49	1201 W 3RD AV SPRINKLER S	$79.49
195 422 1000 0	INV	11/4/2026	11/4/2026	$46.49	W 20TH ST W 19TH ST SIREN	$46.49
241 900 7363 5	INV	11/4/2026	11/4/2026	$349.76	2015 1/2 WAHL ST	$349.76
427 322 1000 2	INV	11/4/2026	11/4/2026	$2,518.50	LS 12 989 15TH ST W (GAS/EL	$2,518.50
495 322 1000 9	INV	11/4/2026	11/4/2026	$150.92	LS 10 672 12TH ST W (GAS/EL	$150.92
535 243 1000 9	INV	11/4/2026	11/4/2026	$145.25	STREET LIGHT CONTROL 133	$145.25
677 807 9292 4	INV	11/4/2026	11/4/2026	$190.49	1520 STATE AVE	$190.49
756 122 5199 3	INV	11/4/2026	11/4/2026	$84.94	2999 W 21ST ST TRAFFIC SIGI	$84.94
819 322 1000 8	INV	11/4/2026	11/4/2026	$60.60	W 3RD AVE W 15TH ST LIGHT	$60.60
928 009 4722 5	INV	11/4/2026	11/4/2026	$454.63	2475 STATE AVE N GENERAT(	$454.63
982 386 9285 3	INV	11/4/2026	11/4/2026	$195.63	2300 W 21ST ST	$195.63
011 522 1000 9	INV	11/5/2026	11/5/2026	$570.03	615 W BROADWAY ST	$570.03
034 433 6592 3	INV	11/5/2026	11/5/2026	$125.58	38 1/2S STATE A	$125.58
076 608 6751 1	INV	11/5/2026	11/5/2026	$217.57	2ND ST SW & STATE AVE FEE	$217.57
111 522 1000 8	INV	11/5/2026	11/5/2026	$62.92	635 W BROADWAY WHSE	$62.92
190 522 1000 2	INV	11/5/2026	11/5/2026	$197.29	387 S STATE AVE-LS 8	$197.29
224 153 1000 6	INV	11/5/2026	11/5/2026	$36.20	2103 W VILLARD ST ST LITES	$36.20
253 522 1000 6	INV	11/5/2026	11/5/2026	$242.70	LS 2 101 3RD ST SE	$242.70
341 522 1000 0	INV	11/5/2026	11/5/2026	$611.88	500 E BROADWAY- LS 1	$611.88
400 523 8047 0	INV	11/5/2026	11/5/2026	$435.07	RIVER BOOSTER 140 6TH AVE	$435.07
402 622 1000 4	INV	11/5/2026	11/5/2026	$261.46	LS 5 300 5TH ST SW	$261.46
421 622 1000 1	INV	11/5/2026	11/5/2026	$266.24	LS 4 460 S MAIN (GAS/ELEC)	$266.24
474 349 8466 3	INV	11/5/2026	11/5/2026	$57.12	122 1ST ST W DECORATIVE LI	$57.12
499 653 0566 4	INV	11/5/2026	11/5/2026	$2,006.56	LS 22 2486 W VILLARD ST (GA	$2,006.56
511 522 1000 4	INV	11/5/2026	11/5/2026	$270.65	LS 7 820 W BROADWAY	$270.65
542 688 9300 2	INV	11/5/2026	11/5/2026	$5,983.23	811 W BROADWAY BLDG A	$5,983.23
656 522 1000 9	INV	11/5/2026	11/5/2026	$188.56	LS 3 432 2ND AVE SW	$188.56
675 522 1000 6	INV	11/5/2026	11/5/2026	$40.48	DICKINSON SIGNAL LITES SO	$40.48

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	711 522 1000 2	INV	11/5/2026	11/5/2026	$49.92	W 3RD AVE STORM PUMP-TM		$49.92				
	742 043 1000 2	INV	11/5/2026	11/5/2026	$139.13	1099 W BROADWAY		$139.13				
	842 043 1000 1	INV	11/5/2026	11/5/2026	$180.27	458 E BROADWAY ST		$180.27				
	901 522 1000 2	INV	11/5/2026	11/5/2026	$299.67	625 W BROADWAY ST		$299.67				
								Due				
Voucher(s):	**39**					**Aged Totals:**		**$19,960.60**	**$19,960.60**	**$0.00**	**$0.00**	**$0.00**

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
	5404636191	INV	11/5/2026	11/5/2026	$8,238.80	BULK COARSE		$8,238.80			
	5404638210	INV	11/8/2026	11/8/2026	$8,936.74	BULK COARSE		$8,936.74			
								Due			
Voucher(s):	**2**					**Aged Totals:**		**$17,175.54**	**$17,175.54**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 5040 **Name:** MTI DISTRIBUTING 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
	1545564-00	INV	10/29/2026	10/29/2026	$508.75	WO:114263		$508.75			
								Due			
Voucher(s):	**1**					**Aged Totals:**		**$508.75**	**$508.75**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 680 **Name:** ND FIREFIGHTERS ASSOCIATION **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
	2026110501	INV	11/5/2026	11/5/2026	$335.58	TRAINING TEXT BOOKS		$335.58			
								Due			
Voucher(s):	**1**					**Aged Totals:**		**$335.58**	**$335.58**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 9980 **Name:** NEFF, DEANNA **Class ID:** 1099 **FED TAX CLAS:** INDIVIDUAL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	OCT 26 - NOV 8	INV	11/9/2026	11/9/2026	$1,219.00	OCT 26 - NOV 8 HOURS		$1,219.00			
								Due			
Voucher(s):	**1**					**Aged Totals:**		**$1,219.00**	**$1,219.00**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	X204052592:01	CRM	8/6/2026		($1,500.00)	RETURN INJECTOR, FUEL, I33		($191.88)			
	X204053652:01	INV	10/29/2026	10/29/2026	$294.38	SUPPLIES		$294.38			
								Due			
Voucher(s):	**2**					**Aged Totals:**		**$102.50**	**$102.50**	**$0.00**	**$0.00**	**$0.00**

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 3235 **Name:** NORTH DAKOTA LIVING **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
	00002207	INV	11/4/2026	11/4/2026	$1,110.00	ADVERTISING/LEGACY SQUAI		$1,110.00			
							Due				
Voucher(s): 1						Aged Totals:	$1,110.00	$1,110.00	$0.00	$0.00	$0.00

Vendor ID: 435 **Name:** NORTHERN IMPROVEMENT CO(DIX) **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
	202601 #6	INV	11/4/2026	11/4/2026	$2,011.63	202601 ROAD MAINTENANCE		$2,011.63			
	202105 #2	INV	11/5/2026	11/5/2026	$29,858.46	202105 4TH ST, 5TH ST, & 26T		$29,858.46			
							Due				
Voucher(s): 2						Aged Totals:	$31,870.09	$31,870.09	$0.00	$0.00	$0.00

Vendor ID: 6701 **Name:** NORTHERN PLAINS ENGINEERING **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
	3876	INV	11/4/2026	11/4/2026	$5,284.00	202320 MUSEUM EXPANSION		$5,284.00			
							Due				
Voucher(s): 1						Aged Totals:	$5,284.00	$5,284.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2296854	INV	10/28/2026	10/28/2026	$389.28	SERVICE		$389.28			
	19067293	INV	11/5/2026	11/5/2026	$477.68	B61 WO:114299		$477.68			
							Due				
Voucher(s): 2						Aged Totals:	$866.96	$866.96	$0.00	$0.00	$0.00

Vendor ID: 4400 **Name:** NOVA FIRE PROTECTION 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
	83863	INV	10/28/2026	10/28/2026	$1,345.00	INSPECTION/ PW BLDG		$1,345.00			
	83989	INV	10/30/2026	10/30/2026	$585.00	INSPECTION/ PSC		$585.00			
							Due				
Voucher(s): 2						Aged Totals:	$1,930.00	$1,930.00	$0.00	$0.00	$0.00

Vendor ID: 3390 **Name:** O'REILLY AUTO PARTS **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
	1865485673	CRM	9/28/2026		($22.00)	CORE CREDIT		($22.00)			
	1865-493460	INV	10/29/2026	10/29/2026	$99.86	WO:114255		$99.86			
							Due				
Voucher(s): 2						Aged Totals:	$77.86	$77.86	$0.00	$0.00	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	262643	INV	10/27/2026	10/27/2026	$44.99	SUPPLIES		$44.99			
							Due				
Voucher(s): 1						Aged Totals:	$44.99	$44.99	$0.00	$0.00	$0.00

Vendor ID: 4099 **Name:** OVERDRIVE 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
	02139CO26386932	INV	11/5/2026	11/5/2026	$746.19	AUDIOBOOKS		$746.19			
	02139CO26386933	INV	11/5/2026	11/5/2026	$768.42	EBOOKS		$768.42			
							Due				
Voucher(s): 2						Aged Totals:	$1,514.61	$1,514.61	$0.00	$0.00	$0.00

Vendor ID: 9655 **Name:** PATRIOT FIRE & SAFETY **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
	INV-4795	INV	10/23/2026	10/23/2026	$57.33	DOOR HANDLE ROD		$57.33			
							Due				
Voucher(s): 1						Aged Totals:	$57.33	$57.33	$0.00	$0.00	$0.00

Vendor ID: 6690 **Name:** PENN CARE, 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
	M185511	INV	10/28/2026	10/28/2026	$324.90	SUPPLIES		$324.90			
							Due				
Voucher(s): 1						Aged Totals:	$324.90	$324.90	$0.00	$0.00	$0.00

Vendor ID: 2159 **Name:** PENWORTHY 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
	0622449-IN	INV	10/27/2026	10/27/2026	$837.39	SUPPLIES		$837.39			
							Due				
Voucher(s): 1						Aged Totals:	$837.39	$837.39	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	131732	INV	10/27/2026	10/27/2026	$57.48	SUPPLIES		$57.48			
	131853	INV	10/28/2026	10/28/2026	$891.32	SUPPLIES		$891.32			
	131876	INV	10/28/2026	10/28/2026	$197.17	SUPPLIES		$197.17			
	131874	CRM	10/28/2026		($146.00)	CORE CREDIT		($146.00)			
	131892	CRM	10/28/2026		($10.00)	CORE CREDIT		($10.00)			
	131965	INV	10/29/2026	10/29/2026	$28.92	SUPPLIES		$28.92			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	132119	INV	10/30/2026	10/30/2026	$21.99	SUPPLIES		$21.99			
	132588	INV	11/3/2026	11/3/2026	$311.99	SUPPLIES		$311.99			
	132662	INV	11/3/2026	11/3/2026	$31.35	R37 WO:114255		$31.35			
	132729	INV	11/4/2026	11/4/2026	$620.97	R47 WO:114274		$620.97			
	133329	INV	11/4/2026	11/4/2026	$58.44	AIR FILTER		$58.44			
	132742	CRM	11/4/2026		($81.00)	CORE DEPOSIT		($81.00)			
	132962	INV	11/6/2026	11/6/2026	$31.92	OIL FILTER		$31.92			
	132972	INV	11/6/2026	11/6/2026	$158.75	FILTERS		$158.75			

		Due				
Voucher(s): 14	Aged Totals:	$2,173.30	$2,173.30	$0.00	$0.00	$0.00

Vendor ID: 6711 **Name:** PRAIRIE SCALE SYSTEMS, 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
	JW-101852	INV	10/30/2026	10/30/2026	$150.00			$150.00			

		Due				
Voucher(s): 1	Aged Totals:	$150.00	$150.00	$0.00	$0.00	$0.00

Vendor ID: 6028 **Name:** PRECISE FLEET MANAGEMENT **Class ID:** **FED TAX CLAS:** LLC-S

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	IN200-2016465	INV	10/29/2026	10/29/2026	$897.00	10MD FLAT DATA PLAN		$897.00			

		Due				
Voucher(s): 1	Aged Totals:	$897.00	$897.00	$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
	00435234	INV	10/27/2026	10/27/2026	$7.41	SUPPLIES/ UTILITIES		$7.41			
	00435295	INV	10/28/2026	10/28/2026	$415.28	SUPPLIES/ LANDFILL		$415.28			

		Due				
Voucher(s): 2	Aged Totals:	$422.69	$422.69	$0.00	$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-32291	INV	8/18/2026	8/18/2026	$91.00	WOODYS FIRE CERTIFICATES				$91.00	
	PC-33293	INV	10/29/2026	10/29/2026	$229.00	BUSINESS CARDS		$229.00			

		Due				
Voucher(s): 2	Aged Totals:	$320.00	$229.00	$0.00	$91.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 6620 **Name:** QUICK MED CLAIMS LLC **Class ID:** **FED TAX CLAS:** LLC-C

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	622004348	INV	10/31/2026	10/31/2026	$6,095.33	GROUND TRIPS/REVENUE		$6,095.33			
							Due				
Voucher(s): 1						Aged Totals:	$6,095.33	$6,095.33	$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
	16107	INV	10/28/2026	10/28/2026	$1,200.00	SERVICE/ ROLL OFF HANDLE		$1,200.00			
							Due				
Voucher(s): 1						Aged Totals:	$1,200.00	$1,200.00	$0.00	$0.00	$0.00

Vendor ID: 4955 **Name:** RLK ENTERPRISES **Class ID:** 1099 **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	5511	INV	10/17/2026	10/17/2026	$3,190.60	PUBLIC TRANSIT WATER HEA		$3,190.60			
							Due				
Voucher(s): 1						Aged Totals:	$3,190.60	$3,190.60	$0.00	$0.00	$0.00

Vendor ID: 609 **Name:** ROUGHRIDER ELECTRIC COOPERATIVE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	103699000	INV	11/4/2026	11/4/2026	$97.00	WEST 94 LIGHTS		$97.00			
	103699001	INV	11/4/2026	11/4/2026	$576.00	10TH AVE E PUMP 1378 10TH		$576.00			
	103699002	INV	11/4/2026	11/4/2026	$35.00	34-140-096		$35.00			
	103699003	INV	11/4/2026	11/4/2026	$930.00	28-140-096		$930.00			
	103699004	INV	11/4/2026	11/4/2026	$960.00	28-140-096		$960.00			
	103699005	INV	11/4/2026	11/4/2026	$72.00	NORTH TANK 25 26TH AVE E		$72.00			
	103699007	INV	11/4/2026	11/4/2026	$183.00	27-140-096		$183.00			
	103699015	INV	11/4/2026	11/4/2026	$75.00	LAGOON PUMP CELL #4		$75.00			
	103699017	INV	11/4/2026	11/4/2026	$112.00	LS 16 2301 VILLARD ST E		$112.00			
	103699018	INV	11/4/2026	11/4/2026	$114.00	LS 17 3101 VILLARD ST E		$114.00			
	103699020	INV	11/4/2026	11/4/2026	$43.00	01-139-096		$43.00			
	103699029	INV	11/4/2026	11/4/2026	$188.00	17-139-095		$188.00			
	103699030	INV	11/4/2026	11/4/2026	$813.00	977 CHESTNUT LN		$813.00			
	103699031	INV	11/4/2026	11/4/2026	$62.00	28-140-096		$62.00			
	103699032	INV	11/4/2026	11/4/2026	$738.00	947 14TH ST E		$738.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

103699035	INV	11/4/2026	11/4/2026	$3,697.00	3389 ENERGY DR	$3,697.00
103699036	INV	11/4/2026	11/4/2026	$40.00	1144 20TH AVE SW	$40.00
103699038	INV	11/4/2026	11/4/2026	$30.00	28-140-096	$30.00
103699039	INV	11/4/2026	11/4/2026	$72.00	27-140-096	$72.00
103699040	INV	11/4/2026	11/4/2026	$80.00	2430 15TH ST W	$80.00
103699045	INV	11/4/2026	11/4/2026	$105.00	140-96-27 TRAFFIC LIGHTS	$105.00
103699046	INV	11/4/2026	11/4/2026	$429.00	3405 PUBLIC WORKS BLVD	$429.00
103699047	INV	11/4/2026	11/4/2026	$2,879.00	3411 PUBLIC WORKS BLVD	$2,879.00
103699048	INV	11/4/2026	11/4/2026	$113.00	FRENCH DRAIN LFT STN-LAG	$113.00
103699049	INV	11/4/2026	11/4/2026	$389.00	W VILLARD	$389.00
103699050	INV	11/4/2026	11/4/2026	$164.98	BYPASS LIGHTS	$164.98
103699051	INV	11/4/2026	11/4/2026	$194.76	BYPASS LIGHTS	$194.76
103699052	INV	11/4/2026	11/4/2026	$238.31	BYPASS LIGHTS	$238.31
103699053	INV	11/4/2026	11/4/2026	$391.28	BYPASS LIGHTS	$391.28
103699055	INV	11/4/2026	11/4/2026	$158.00	ST LT SERVICE	$158.00
103699056	INV	11/4/2026	11/4/2026	$1,997.00	LS 21 11470 HWY 10	$1,997.00
103699057	INV	11/4/2026	11/4/2026	$136.07	NW TANK 3343 21ST ST W	$136.07
103699058	INV	11/4/2026	11/4/2026	$217.00	15TH ST & 30TH AVE W	$217.00
103699059	INV	11/4/2026	11/4/2026	$40.14	BRAUN SUB DIVISION LIGHTS	$40.14
103699060	INV	11/4/2026	11/4/2026	$5,848.92	2475 STATE AVE	$5,848.92
103699061	INV	11/4/2026	11/4/2026	$188.00	11201 21ST STREET SW	$188.00
103699062	INV	11/4/2026	11/4/2026	$200.00	11101 34TH STREET SW	$200.00
103699063	INV	11/4/2026	11/4/2026	$43.00	2477 STATE AVE NORTH	$43.00
103699064	INV	11/4/2026	11/4/2026	$208.00	3450 STATE AVE	$208.00
103699065	INV	11/4/2026	11/4/2026	$699.00	STATE AVE BOOSTER 3052 S	$699.00
103699067	INV	11/4/2026	11/4/2026	$246.07	4461 12TH ST W	$246.07
103699068	INV	11/4/2026	11/4/2026	$137.00	1331 WAHL ST	$137.00
103699069	INV	11/4/2026	11/4/2026	$138.00	12TH AVE W & MARILYN WAY	$138.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

103699070	INV	11/4/2026	11/4/2026	$126.00	11TH AVE W & 25TH ST	$126.00
103699071	INV	11/4/2026	11/4/2026	$137.00	CALVIN DR & KOCH ST	$137.00
103699072	INV	11/4/2026	11/4/2026	$45.19	3343 21ST STREET WEST	$45.19
103699073	INV	11/4/2026	11/4/2026	$49.07	5TH AVE EAST STREET LIGHT	$49.07
103699074	INV	11/4/2026	11/4/2026	$50.33	ST LIGHTS SIMS AND 24TH ST	$50.33
103699075	INV	11/4/2026	11/4/2026	$58.77	4TH AVE E & 21ST ST E	$58.77
103699076	INV	11/4/2026	11/4/2026	$781.00	139-95-17NW	$781.00
103699078	INV	11/4/2026	11/4/2026	$93.10	ST LIGHTS 4TH AVE AND 26TH	$93.10
103699080	INV	11/4/2026	11/4/2026	$71.67	STREET LIGHTS 9TH AVE E	$71.67
103699081	INV	11/4/2026	11/4/2026	$39.37	STREET LIGHTS ATASCOSIPA	$39.37
103699082	INV	11/4/2026	11/4/2026	$37.23	ST LIGHTS NORTH ATASCOSI	$37.23
103699083	INV	11/4/2026	11/4/2026	$70.99	STREET LIGHTS 14TH ST E	$70.99
103699084	INV	11/4/2026	11/4/2026	$56.83	STREET LIGHTS BADLANDS D	$56.83
103699085	INV	11/4/2026	11/4/2026	$44.80	STREET LIGHTS SIMS ST	$44.80
103699086	INV	11/4/2026	11/4/2026	$51.88	STREET LIGHT EATON DR	$51.88
103699087	INV	11/4/2026	11/4/2026	$40.92	STREET LIGHTS 19TH ST E	$40.92
103699088	INV	11/4/2026	11/4/2026	$52.36	STREET LIGHTS 17TH ST E	$52.36
103699089	INV	11/4/2026	11/4/2026	$36.94	STREET LIGHTS 10TH AVE E	$36.94
103699090	INV	11/4/2026	11/4/2026	$46.83	STREET LIGHTS 10TH AVE 17	$46.83
103699091	INV	11/4/2026	11/4/2026	$42.76	448 21ST ST W STREET LIGHT	$42.76
103699092	INV	11/4/2026	11/4/2026	$182.00	TEMP SERVICE BALER BUILDI	$182.00
105963000	INV	11/4/2026	11/4/2026	$165.00	34-140-096	$165.00
105963001	INV	11/4/2026	11/4/2026	$43.00	SEWER VAULT HWY 10 116TH	$43.00
105963002	INV	11/4/2026	11/4/2026	$67.20	4TH AVE EAST & 37TH ST EAS	$67.20
105963003	INV	11/4/2026	11/4/2026	$48.83	STREET LIGHTS 10TH AVE SW	$48.83
105963004	INV	11/4/2026	11/4/2026	$66.23	STREET LIGHTS PRAIRIE OAK	$66.23
105963005	INV	11/4/2026	11/4/2026	$37.33	STREET LIGHTS 23RD ST SW	$37.33
105963006	INV	11/4/2026	11/4/2026	$40.00	SEWER VAULT HWY 10 & 116	$40.00
105963007	INV	11/4/2026	11/4/2026	$143.16	2494 I-94 BUSINESS LOOP E	$143.16

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	105963008	INV	11/4/2026	11/4/2026	$250.63	2495 I-94 BUSINESS LOOP E		$250.63			

			Due				
Voucher(s):	73	Aged Totals:	$27,053.95	$27,053.95	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	8694701	INV	10/21/2026	10/21/2026	$489.99	SUPPLIES		$489.99			
	8699835	INV	10/27/2026	10/27/2026	$174.97	SUPPLIES		$174.97			
	8705752	INV	11/3/2026	11/3/2026	$120.94	BOOTS/GRAVES		$120.94			
	8706050	INV	11/3/2026	11/3/2026	$110.00	WORK BOOTS/FOSTER		$110.00			
	8706183	INV	11/4/2026	11/4/2026	$207.12	TOOLS/SUPPLIES		$207.12			
	8706219	INV	11/4/2026	11/4/2026	$28.26	SUPPLIES		$28.26			
	8707017	INV	11/5/2026	11/5/2026	$149.98	HEAT TAPE/MUSEUM		$149.98			
	8707333	INV	11/5/2026	11/5/2026	$59.98	CHAINS/FORESTRY		$59.98			
	8708079	INV	11/6/2026	11/6/2026	$318.71	SUPPLIES/SOLID WASTE		$318.71			
	8708117	INV	11/6/2026	11/6/2026	$79.99	SUPPLIES		$79.99			

			Due				
Voucher(s):	10	Aged Totals:	$1,739.94	$1,739.94	$0.00	$0.00	$0.00

Vendor ID: 986 **Name:** SAFETY-KLEEN **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
	100876100	INV	11/2/2026	11/2/2026	$310.86	30G PARTS WASHER SOLVEN		$310.86			

			Due				
Voucher(s):	1	Aged Totals:	$310.86	$310.86	$0.00	$0.00	$0.00

Vendor ID: 4512 **Name:** SANFORD HEALTH OCCUPATIONAL MEDICINE D **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
	937158	INV	10/30/2026	10/30/2026	$1,817.00	TESTING/OCT		$1,817.00			
	937936	INV	10/30/2026	10/30/2026	$45.00	EMSEDUCA/ ACLS		$45.00			
	938434	INV	10/30/2026	10/30/2026	$120.00	SWAT CALL OUT		$120.00			
	941609	INV	10/30/2026	10/30/2026	$930.00	HS PED, HS FA CPR AED		$930.00			

			Due				
Voucher(s):	4	Aged Totals:	$2,912.00	$2,912.00	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	98786	INV	10/27/2026	10/27/2026	$222.79	SWEEPER COVER FREIGHT		$222.79			
	98789	INV	10/27/2026	10/27/2026	$70.56	SUPPLIES/ CLUTCH ARM SPR		$70.56			
	98844	INV	10/30/2026	10/30/2026	$464.60	SUPPLIES/ ELEC FAN		$464.60			
							Due				
Voucher(s): 3						**Aged Totals:**	**$757.95**	**$757.95**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 641 **Name:** SCHMIDT REPAIR 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
	20201	INV	11/4/2026	11/4/2026	$1,002.30	SERVICE/ TOWER 2		$1,002.30			
	20202	INV	11/4/2026	11/4/2026	$663.49	SERVICE		$663.49			
							Due				
Voucher(s): 2						**Aged Totals:**	**$1,665.79**	**$1,665.79**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 6162 **Name:** SHRED ND LLC **Class ID:** 1099 **FED TAX CLAS:** LLC-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
	21195	INV	10/21/2026	10/21/2026	$134.38	SERVICES/COURT		$134.38			
							Due				
Voucher(s): 1						**Aged Totals:**	**$134.38**	**$134.38**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 9528 **Name:** SIGN SOLUTIONS **Class ID:** **FED TAX CLAS:** LLC-S

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	427550	INV	10/7/2026	10/7/2026	$991.95	SUPPLIES/ MULITPLE SIGNS		$991.95			
							Due				
Voucher(s): 1						**Aged Totals:**	**$991.95**	**$991.95**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 4750 **Name:** SNAP-ON INDUSTRIAL **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
	ARV/69620902	INV	10/30/2026	10/30/2026	$18.38	SOCKET		$18.38			
							Due				
Voucher(s): 1						**Aged Totals:**	**$18.38**	**$18.38**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 2580 **Name:** SOUTHWEST GRAIN PETRO SX5 **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
	56101455	INV	10/22/2026	10/22/2026	$2,499.77	RUBY FIELDMASTER		$2,499.77			
	56101472	INV	10/27/2026	10/27/2026	$2,873.70	WINTERMASTER DYED		$2,873.70			
	56101506	INV	11/3/2026	11/3/2026	$3,286.36	WINTERMASTER DYED		$3,286.36			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

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							Due				
Voucher(s):	3					Aged Totals:	$8,659.83	$8,659.83	$0.00	$0.00	$0.00

Vendor ID: 4458 **Name:** SOUTHWEST MULTI-COUNTY CORRECTION CEN **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
	12025	INV	10/31/2026	10/31/2026	$7,189.80	PRISONER HOUSING/OCT		$7,189.80			
							Due				
Voucher(s):	1					Aged Totals:	$7,189.80	$7,189.80	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	00608.00 103126	INV	10/31/2026	10/31/2026	$63.15	MONTHLY CONSUMPTION		$63.15			
	04578.00 1031	INV	10/31/2026	10/31/2026	$64.21	CONSUMPTION/ PW		$64.21			
	04923.00 103126	INV	10/31/2026	10/31/2026	$333.08	MONTHLY CONSUMPTION		$333.08			
							Due				
Voucher(s):	3					Aged Totals:	$460.44	$460.44	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1569260	INV	10/24/2026	10/24/2026	$57.84	SHIPPING		$57.84			
	1572566	INV	10/31/2026	10/31/2026	$57.21	SHIPPING		$57.21			
							Due				
Voucher(s):	2					Aged Totals:	$115.05	$115.05	$0.00	$0.00	$0.00

Vendor ID: 3376 **Name:** STANDARD INSURANCE COMPANY **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
	DEC 26 VISION	INV	11/5/2026	11/5/2026	$1,993.00	POLICY 160-764316 DEC		$1,993.00			
							Due				
Voucher(s):	1					Aged Totals:	$1,993.00	$1,993.00	$0.00	$0.00	$0.00

Vendor ID: 2232 **Name:** STARK COUNTY AUDITOR **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
	260117	INV	10/29/2026	10/29/2026	$640.00	6 MONTH EDISPATCH SRVC S		$640.00			
	103126	INV	11/1/2026	11/1/2026	$3,264.30	PERMITTING/ OCTOBER		$3,264.30			
	260115	INV	11/1/2026	11/1/2026	$17,057.46	PLANNER/ 3RD QTR		$17,057.46			
	CORRECTED 093026	INV	11/3/2026	11/3/2026	$3,814.05	CORRECTED SEPT PERMITTII		$3,814.05			
							Due				
Voucher(s):	4					Aged Totals:	$24,775.81	$24,775.81	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 543 **Name:** STEFFAN'S SAW & BIKE **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
	15221	INV	10/28/2026	10/28/2026	$39.99	SUPPLIES		$39.99			
							Due				
Voucher(s): 1						Aged Totals:	$39.99	$39.99	$0.00	$0.00	$0.00

Vendor ID: 4127 **Name:** STOCKIE, BRANDON **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	10.30.26	INV	10/30/2026	10/30/2026	$72.00	REIMBURSEMENT/ BLUE TO C		$72.00			
							Due				
Voucher(s): 1						Aged Totals:	$72.00	$72.00	$0.00	$0.00	$0.00

Vendor ID: 6088 **Name:** STONERIDGE SOFTWARE, LLC **Class ID:** **FED TAX CLAS:** LLC-S

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	PIV-000125184	INV	10/22/2026	10/22/2026	$11,081.50	LICENSE & ENHANCEMENT		$11,081.50			
							Due				
Voucher(s): 1						Aged Totals:	$11,081.50	$11,081.50	$0.00	$0.00	$0.00

Vendor ID: 3048 **Name:** SURE SIGN **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
	17370	INV	11/6/2026	11/6/2026	$178.00	SAFE EXCHANGE SIGNS		$178.00			
							Due				
Voucher(s): 1						Aged Totals:	$178.00	$178.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	IVC9689	INV	10/12/2026	10/12/2026	$450.00	SERVICE/ WATER ANALYSIS		$450.00			
	IVC9725	INV	10/26/2026	10/26/2026	$450.00	SERVICE/ WATER ANALYSIS		$450.00			
							Due				
Voucher(s): 2						Aged Totals:	$900.00	$900.00	$0.00	$0.00	$0.00

Vendor ID: 6360 **Name:** THERM AIR SALES CORP **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
	00053466	INV	10/28/2026	10/28/2026	$36,000.00	GREENHECK-LAB EXHAUST F		$36,000.00			
							Due				
Voucher(s): 1						Aged Totals:	$36,000.00	$36,000.00	$0.00	$0.00	$0.00

Vendor ID: 561 **Name:** TIGER DISCOUNT **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
	0102-0342	INV	10/30/2026	10/30/2026	$124.04	UNLEADED		$124.04			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

		Due				
Voucher(s): 1	Aged Totals:	$124.04	$124.04	$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
	SO0400935-1	INV	9/25/2026	9/25/2026	$277.57				$277.57		
	PS1412049-1	INV	10/28/2026	10/28/2026	$733.80	SUPPLIES		$733.80			
	PS1412049-2	INV	10/28/2026	10/28/2026	$44.00	FREIGHT		$44.00			
	SO0417195-1	INV	10/29/2026	10/29/2026	$705.06	SERVICE/BOMAG		$705.06			

		Due				
Voucher(s): 4	Aged Totals:	$1,760.43	$1,482.86	$277.57	$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
	23749	INV	11/3/2026	11/3/2026	$3,006.81	10/30 SHAKOPEE MN		$3,006.81			

		Due				
Voucher(s): 1	Aged Totals:	$3,006.81	$3,006.81	$0.00	$0.00	$0.00

Vendor ID: 5616 **Name:** TUCKER,TYLER **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	10.27.26	INV	10/27/2026	10/27/2026	$1,500.00	TUITION/ SUMMER 2026		$1,500.00			

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

Vendor ID: 6716 **Name:** UNIVERUS WASTE & RECYCLING 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
	PSI000550	INV	11/1/2026	11/1/2026	$1,071.35	FLEETLINK MONTHLY PLAN		$1,071.35			
	PSI000551	INV	11/1/2026	11/1/2026	$459.15	FLEETLINK MONTHLY PLAN		$459.15			

		Due				
Voucher(s): 2	Aged Totals:	$1,530.50	$1,530.50	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV01196769	INV	10/22/2026	10/22/2026	$409.58	SUPPLIES		$409.58			

		Due				
Voucher(s): 1	Aged Totals:	$409.58	$409.58	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2550689397	INV	10/28/2026	10/28/2026	$49.58	SERVICE/LANDFILL		$49.58			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	2550689401	INV	10/28/2026	10/28/2026	$53.32	SERVICE/ OCT 28		$53.32			
	2550689402	INV	10/28/2026	10/28/2026	$176.28	SERVICE/ OCT 28		$176.28			
	2550691414	INV	11/2/2026	11/2/2026	$71.37	SERVICE/ NOV 2		$71.37			
	2550692613	INV	11/4/2026	11/4/2026	$44.36	MAT SERVICE/MUSEUM		$44.36			
	2550692664	INV	11/4/2026	11/4/2026	$52.80	MAT SERVICE/WRF		$52.80			
	2550692672	INV	11/4/2026	11/4/2026	$88.94	SERVICE/PUBLIC WORKS		$88.94			
	2550692674	INV	11/4/2026	11/4/2026	$55.98	MAT SERVICE/BALER BUILDIN		$55.98			
	2550692675	INV	11/4/2026	11/4/2026	$113.39	SERVICE/REFUSE		$113.39			
	2550693442	INV	11/5/2026	11/5/2026	$30.02	MAT SERVICE/LIBRARY		$30.02			
	2550693471	INV	11/5/2026	11/5/2026	$92.74	MAT SERVICE/PSC		$92.74			

			Due				
Voucher(s):	**11**	**Aged Totals:**	**$828.78**	**$828.78**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 9815 **Name:** WAGEWORKS, 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
	0926-TR116172	INV	10/1/2026	10/1/2026	$126.00	COBRA ADMIN/ 210 EMP @0.6			$126.00		
	1026-TR116172	INV	11/1/2026	11/1/2026	$126.00	COBRA ADMIN/ 210 EMP @ 0.6		$126.00			

			Due				
Voucher(s):	**2**	**Aged Totals:**	**$252.00**	**$126.00**	**$126.00**	**$0.00**	**$0.00**

Vendor ID: 6238 **Name:** WALLACE CORI **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	10.30.26	INV	10/30/2026	10/30/2026	$86.00	REIMBURSEMENT/ BLUE TO C		$86.00			

			Due				
Voucher(s):	**1**	**Aged Totals:**	**$86.00**	**$86.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 6712 **Name:** WELLS FARGO BANK N.A. **Class ID:** **FED TAX CLAS:** P/R 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
	GARNISH 10.30.26	INV	10/30/2026	10/30/2026	$21.50	45-2026-CV-00056/ FINAL PYMI		$21.50			

			Due				
Voucher(s):	**1**	**Aged Totals:**	**$21.50**	**$21.50**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	366788	INV	9/25/2026	9/25/2026	$4,670.00	SUPPLIES/ LEAD FREE GAS			$4,670.00		
	291174383	INV	10/8/2026	10/8/2026	$43,713.63	BULK FUEL		$43,713.63			

	367290	INV	10/28/2026	10/28/2026	$462.00	BLUE DEF BULK		$462.00				
	367255	INV	10/30/2026	10/30/2026	$286.20	PROPANE/LANDFILL		$286.20				
	17723	INV	10/31/2026	10/31/2026	$400.00	TANK RENTAL		$400.00				
	367303	INV	11/2/2026	11/2/2026	$5,791.56	#2 CLEAR DIESEL		$5,791.56				
	52564	INV	11/6/2026	11/6/2026	$114.75	PROPANE BOTTLES		$114.75				
								Due				
Voucher(s):	7					Aged Totals:		$55,438.14	$50,768.14	$4,670.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	327198	INV	10/21/2026	10/21/2026	$632.05	SERVICE		$632.05			
	327493	INV	10/26/2026	10/26/2026	$214.00	SERVICE		$214.00			
	327596	INV	10/27/2026	10/27/2026	$214.00	SERVICE		$214.00			
	327859	INV	10/30/2026	10/30/2026	$133.00	SERVICE		$133.00			
	327969	INV	11/2/2026	11/2/2026	$240.40	SERVICE		$240.40			
								Due			
Voucher(s):	5					Aged Totals:		$1,433.45	$1,433.45	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	642148	INV	11/4/2026	11/4/2026	$360.56	R47 WO:114277		$360.56			
								Due			
Voucher(s):	1					Aged Totals:		$360.56	$360.56	$0.00	$0.00	$0.00

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
	16962	INV	11/5/2026	11/5/2026	$28,310.00	LABOR/MULTIPLE LOCATIONS		$28,310.00			
	16963	INV	11/5/2026	11/5/2026	$1,394.64	202607 SIDEWALK PROGRAM		$1,394.64			
								Due			
Voucher(s):	2					Aged Totals:		$29,704.64	$29,704.64	$0.00	$0.00	$0.00

Vendor ID: 6648 **Name:** YES LLC ELECTRICAL SERVICE **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
	INV-435349587	INV	10/31/2026	10/31/2026	$2,899.36	WRF		$2,899.36			
								Due			
Voucher(s):	1					Aged Totals:		$2,899.36	$2,899.36	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	Vendors	Due	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
Vendor Totals:	140	$1,555,576.16	$565,051.41	$988,508.75	$1,812.00	$204.00

Commerce Bank®
Member FDIC
Challenge Accepted.®

Visa Purchasing

Billing Period: 10/13/2026 - 10/26/2026
Account Number: XXXX-XXXX-XXXX-6764

Account Summary

Previous Balance	$40,107.69
Purchases & Other Charges	$23,414.79
Cash Advances	$0.00
Cash Advance Fees	$0.00
Late Charges	$0.00
Finance Charges	$0.00
Credits	$788.05
Payments	$40,107.69
New Balance	$22,626.74
Credit Limit	$120,000.00
Cash Limit	$120,000.00
Available Credit	$97,373.26
Disputed Amount	$0.00
Statement Closing Date	October 26, 2026
Days in Billing Cycle	14

Payment Information

New Balance	$22,626.74
Minimum Payment Due	**$22,626.74**
Payment Due Date	**November 02, 2026**

Contact Us

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

Important Messages

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

Corporate Account Activity

Tran Date	Post Date	Reference Number	Transaction Description	Amount
10/19	10/19		AUTO PAYMENT - THANK YOU!	$40,107.69 CR

PLEASE DETACH COUPON AND RETURN WITH YOUR PAYMENT.

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

Account ID:	**8000-0018-8386**
Account Number:	**XXXX-XXXX-XXXX-6764**
Payment Due Date:	November 02, 2026
New Balance:	$22,626.74
Minimum Payment Due:	$22,626.74

AMOUNT ENCLOSED

Use enclosed envelope and make check payable to:
COMMERCE BANK

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

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

8000001883861IIII 002262674002262674

Cardholder Account Activity

Tran Date	Post Date	Reference Number	Transaction Description	Amount
DARNYL MALKOWSKI 0000-0153-1680				
XXXX-XXXX-XXXX-1860			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$440.57 / $0.00 / $440.57	
10/15	10/16	2408119628903227015 2625	WAL-MART #1567 DICKINSON ND	$440.57
FIRE DEPARTMENT 0000-0150-5080				
XXXX-XXXX-XXXX-6112			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$47.35 / $0.00 / $47.35	
10/23	10/26	2442733629673027245 1921	MAVERIK #5006 GRANDVILLE ND	$47.35
SHELLY NAMENIUK 0000-0574-8587				
XXXX-XXXX-XXXX-4539			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$295.01 / $0.00 / $295.01	
10/14	10/15	2469216628740720027 7633	AMAZON MKTPL*5E5H96LL2 Amzn.com/billWA	$50.18
10/20	10/20	2410829629310000787 6856	LANDS END* W000145326 WWW.LANDSEND.WI	$244.83
JADE JAYNES 0000-5510-1935				
XXXX-XXXX-XXXX-9286			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$551.82 / $0.00 / $551.82	
10/12	10/13	2469216628540505993 8059	APPLE.COM/BILL 866-712-7753 CA	$11.99
10/14	10/15	2469216628740674935 4184	AMAZON MKTPL*XW3W054R3 Amzn.com/billWA	$5.19
10/19	10/20	2469216629240214767 9572	AMAZON MKTPL*5E1R79RT2 Amzn.com/billWA	$67.02
10/22	10/23	2408119629603259514 9943	WAL-MART #1567 DICKINSON ND	$438.84
10/24	10/26	2469216629740682801 5274	AMAZON MKTPL*2P0YC60Q3 Amzn.com/billWA	$28.78
GRANT CARLSON 0000-6611-8886				
XXXX-XXXX-XXXX-8950			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$317.44 / $0.00 / $317.44	
10/16	10/19	2401134628910010553 2646	AMAZON RETA* 1O72C73K3 WWW.AMAZON.COWA	$162.66
10/16	10/19	2401134628910012620 8234	AMAZON RETA* NV18683L3 WWW.AMAZON.COWA	$16.49
10/21	10/22	2401134629410015454 9072	AMAZON RETA* H14RZ4CN3 WWW.AMAZON.COWA	$17.62
10/22	10/23	2401134629610000057 6897	AMAZON RETA* XM4TY0TA3 WWW.AMAZON.COWA	$74.42
10/24	10/26	2401134629710014708 4309	AMAZON RETA* 8C7SX1H73 WWW.AMAZON.COWA	$46.25
POLICE DEPARTMENT TRAVEL 0000-0317-2236				
XXXX-XXXX-XXXX-3469			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$191.78 / $0.00 / $191.78	
10/15	10/19	2494166628937224006 5784	STATELINE STATION BEULAH WY	$44.35
10/16	10/19	2403454628900379570 1497	CONOCO - SEI 37221 AURORA CO	$56.76
10/19	10/20	2494300629352669937 5736	CENEX-LEGACY COOPERATIVE TORRINGTON WY	$42.09
10/19	10/20	2480197629393752366 0711	FRONTIER TRAVEL CENTER BOWMAN ND	$48.58
JOSEPH CIANNI 0000-0153-1656				
XXXX-XXXX-XXXX-1410			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$141.10 / $0.00 / $141.10	
10/15	10/16	2402762628906726124 7052	AWARD COM 888-628-3298 CA	$141.10
POLICE DEPT TRAVEL 2 0000-3875-0915				
XXXX-XXXX-XXXX-9203			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$343.13 / $0.00 / $343.13	
10/14	10/16	2431605628893169849 7401	SHELL OIL10083964014 BISMARCK ND	$61.26
10/18	10/19	2469216629240154063 0570	LOVE'S #0224 OUTSIDE STERLING ND	$65.28
10/18	10/20	2494300629252638155 9077	KWIK STAR #1272 FARGO ND	$39.08
10/19	10/21	2494300629352699456 4489	KWIK STAR #1718 BROOKINGS SD	$44.03
10/19	10/21	2480197629393799201 6981	BLUE TIDE CARWASH #2 SIOUX FALLS SD	$21.19
10/20	10/21	2469216629340322089 4236	EXXON JAMESTOWN I-94 JAMESTOWN ND	$79.20
10/20	10/23	2494300629552822535 2476	KWIK STAR #1910 BROOKINGS SD	$33.09
MICHAEL HANEL 0001-0004-0559				
XXXX-XXXX-XXXX-1126			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$985.65 / $0.00 / $985.65	
10/20	10/21	2427539629390001138 1693	EPOLICESUPPLY.COM 800-7890000 MA	$185.65
10/21	10/23	2470780629503004269 1524	NENA 703-812-4600 VA	$800.00

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
ANIMAL SHELTER 0001-1296-6130				
XXXX-XXXX-XXXX-2966			Purchases & Other Charges $1,372.21 / Payments & Other Credits $0.00 / Total Activity $1,372.21	
Credit Limit: $2,500.00				
10/20	10/21	2469216629340279976 3582	CHEWY.COM 800-672-4399 FL	$1,372.21
GREG BECK 0001-1312-8177				
XXXX-XXXX-XXXX-2926			Purchases & Other Charges $4,189.39 / Payments & Other Credits $0.00 / Total Activity $4,189.39	
Credit Limit: $5,000.00				
10/14	10/15	24692166287407106313961	AMAZON MKTPL*5E19R3LU2 Amzn.com/billWA	$2,143.36
10/14	10/15	24692166287407237294775	AMAZON MKTPL*5E5ZM3ZE2 Amzn.com/billWA	$358.22
10/15	10/16	24011346288100141920772	AMAZON RETA* 5P7A79ZX0 WWW.AMAZON.COWA	$60.22
10/21	10/22	24692166294404066234676	AMAZON MKTPL*2I3Q754F3 Amzn.com/billWA	$271.29
10/21	10/22	24692166294404048151998	AMAZON MKTPL*SS5K00A13 Amzn.com/billWA	$968.12
10/23	10/23	24011346296100029847717	AMAZON RETA* YW3CP0RI3 WWW.AMAZON.COWA	$388.18
PURCHASING DEPARTMENT 0001-3525-0710				
XXXX-XXXX-XXXX-7033			Purchases & Other Charges $420.00 / Payments & Other Credits $0.00 / Total Activity $420.00	
Credit Limit: $10,000.00				
10/14	10/15	24692166287407315832272	Amazon.com*UG1H53QV3 Amzn.com/billWA	$89.99
10/17	10/19	24692166290409458820390	Amazon.com*5E57J4MM2 Amzn.com/billWA	$99.00
10/17	10/19	24692166290409611514195	Amazon.com*BU9IR7JE3 Amzn.com/billWA	$140.59
10/17	10/19	24692166290409491293555	AMAZON MKTPL*5E22P0MP2 Amzn.com/billWA	$29.47
10/20	10/20	24692166293402453889954	AMAZON MKTPL*JI42V2IY3 Amzn.com/billWA	$15.96
10/21	10/22	24692166294403452411757	Amazon.com*5P7P98NL2 Amzn.com/billWA	$44.99
MATT HANSON 0001-6508-5614				
XXXX-XXXX-XXXX-4887			Purchases & Other Charges $251.92 / Payments & Other Credits $0.00 / Total Activity $251.92	
Credit Limit: $2,500.00				
10/20	10/22	24943006294527529293247	HOLIDAY INN & SUITES 6057256000 SD CHECK IN DATE: 10-18-26 NUMBER OF NIGHTS: 2 CONFIRMATION #: 0028276057256000	$251.92
PD TRAVEL 3 0001-6998-0919				
XXXX-XXXX-XXXX-8093			Purchases & Other Charges $540.05 / Payments & Other Credits $0.00 / Total Activity $540.05	
Credit Limit: $2,500.00				
10/15	10/16	24692166289408432146537	EXXON RUD'S CORPORATIO NEW SALEM ND	$36.99
10/15	10/19	24755426289262892221302	HAMPTON INNS JAMESTOWN ND CHECK IN DATE: 10-13-26 CONFIRMATION #: 97313563	$214.00
10/15	10/19	24755426289262892221310	HAMPTON INNS JAMESTOWN ND CHECK IN DATE: 10-13-26 CONFIRMATION #: 98362203	$214.00
10/21	10/23	24316056295939960648719	SHELL OIL10084458016 DEVILS LAKE ND	$54.98
10/22	10/26	24943006297529174515913	CENEX-FARMERS UNION OIL RICHARDTON ND	$20.08
TRAVIS LEINTZ 0001-7741-1394				
XXXX-XXXX-XXXX-8650			Purchases & Other Charges $869.00 / Payments & Other Credits $0.00 / Total Activity $869.00	
Credit Limit: $2,500.00				
10/15	10/16	24108296288100081123107	B2G, LLC* O #229103 BLUETOGOLD.COWA	$395.00
10/19	10/20	24108296292100088790803	B2G, LLC* O #229345 BLUETOGOLD.COWA	$474.00
CINDY THRONBURG 0000-9264-8252				
XXXX-XXXX-XXXX-4820			Purchases & Other Charges $273.65 / Payments & Other Credits $0.00 / Total Activity $273.65	
Credit Limit: $3,000.00				
10/20	10/22	24325456294900016608661	DEMCO INC 800-9624463 WI	$273.65
LEE SKABO 0001-8180-8411				
XXXX-XXXX-XXXX-6953			Purchases & Other Charges $165.00 / Payments & Other Credits $0.00 / Total Activity $165.00	
Credit Limit: $2,500.00				
10/24	10/26	24692166297406651969837	NDSU-EXT PEST PRO 701-231-7180 ND	$165.00
POLICE DEPARTMENT 0000-0150-5007				
XXXX-XXXX-XXXX-3168			Purchases & Other Charges $1,064.20 / Payments & Other Credits $0.00 / Total Activity $1,064.20	
Credit Limit: $30,000.00				
10/14	10/15	24692166287407352702404	Amazon.com*5E7EO4ZP2 Amzn.com/billWA	$43.44

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
10/15	10/16	24692166288408271229239	IN *RUDY'S LOCK AND KEY 701-2253730 ND	$15.00
10/15	10/16	24116416288932032978880	CNA SURETY 800-331-6053 SD	$50.00
10/15	10/16	24116416288932032977106	CNA SURETY 800-331-6053 SD	$50.00
10/18	10/21	24692166293402891413102	FAIRFIELD INN & SUITES AURORA CO CHECK IN DATE: 10-14-26 NUMBER OF NIGHTS: 4 CONFIRMATION #: 100531	$584.85
10/20	10/22	24755426294162948445918	SLEEP INN DEVILS LAKE ND CHECK IN DATE: 10-20-26 CONFIRMATION #: 0933023550	$220.00
10/21	10/22	24445006294200297917289	PALACE ADV ROOM DEP LAS VEGAS NV CHECK IN DATE: 11-29-26 DAILY RATE: 89.00 CONFIRMATION #: 463143874308	$100.91

DENVER FOWLER 0000-9338-8569

XXXX-XXXX-XXXX-7909	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $3,000.00	$279.01	$0.00	$279.01

10/13	10/14	24137466286300890845421	USPS.COM CLICKNSHIP 800-344-7779 DC	$22.02
10/22	10/26	24137466296501254436503	MENARDS DICKINSON ND DICKINSON ND	$76.26
10/24	10/26	24793386297001698138074	eBay O*04-15349-20578 800-4563229 CA	$180.73

AARON MEYER 0000-0375-0213

XXXX-XXXX-XXXX-9108	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $40,000.00	$2,820.90	$0.00	$2,820.90

10/12	10/13	24430996286928847058829	GODADDY 480-505-8855 AZ	$23.19
10/13	10/14	24027626287067076043763	PAYPAL *SPLASHTOP 402-935-7733 CA	$958.90
10/13	10/14	24692166286405754127312	AMAZON MKTPL*5E9XQ4DA0 Amzn.com/billWA	$111.99
10/15	10/15	24011346288100084065403	RING AI PRO PLAN RING.COM CA	$199.99
10/16	10/19	74083426289100067840787	UNIGUARD PRO GARSON ON	$29.95
10/16	10/19	24055226289933365427953	IT-RECOUP 952-474-0500 MN	$328.49
10/16	10/19	24431066290525171145423	STAPLES INC 800-333-3330 CT	$55.79
10/16	10/19	24431066290525171145712	STAPLES INC 800-333-3330 CT	$29.98
10/16	10/19	24108296289100082420998	WWW.UI.COM WWW.UI.COM NY	$246.40
10/18	10/19	24431066291525751074620	STAPLES INC 800-333-3330 CT	$740.97
10/19	10/19	74083426289100067840787	INTERNATIONAL SERVICE FEE	$0.30
10/19	10/22	24431066294527540076186	STAPLES INC 800-333-3330 CT	$94.95

DEB KIRSCHENHEITER 0000-6918-4083

XXXX-XXXX-XXXX-5978	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $1,000.00	$63.00	$0.00	$63.00

10/20	10/21	24692166293403179074145	NDRIN-ND LAND RECORDS 701-364-1280 ND	$1.00
10/20	10/21	24692166293403181040548	NDRIN-ND LAND RECORDS 701-364-1280 ND	$1.00
10/20	10/21	24692166293403180826301	NDRIN-ND LAND RECORDS 701-364-1280 ND	$24.00
10/23	10/26	24692166297406198984539	NDRIN-ND LAND RECORDS 701-364-1280 ND	$1.00
10/23	10/26	24692166297406191083859	NDRIN-ND LAND RECORDS 701-364-1280 ND	$14.00
10/23	10/26	24692166297406191083867	NDRIN-ND LAND RECORDS 701-364-1280 ND	$2.00
10/23	10/26	24692166297406207588578	NDRIN-ND LAND RECORDS 701-364-1280 ND	$9.00
10/23	10/26	24692166297406207588586	NDRIN-ND LAND RECORDS 701-364-1280 ND	$4.00
10/23	10/26	24692166297406207588594	NDRIN-ND LAND RECORDS 701-364-1280 ND	$7.00

IAN ANGUIANO 0002-2732-7087

XXXX-XXXX-XXXX-4168	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $5,000.00	$97.00	$0.00	$97.00

10/12	10/13	24755426285272850173787	ZORO TOOLS INC 855-2899676 IL	$97.00

SCOTT DECKER 0002-2885-5128

XXXX-XXXX-XXXX-7867	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $3,500.00	$120.99	$0.00	$120.99

10/21	10/23	24755426295162956419945	SLEEP INN CONFERENCE CENTMINOT ND CHECK IN DATE: 10-20-26 CONFIRMATION #: 0933156275	$120.99

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
FIRE DEPARTMENT EMS 0002-4113-7025				
XXXX-XXXX-XXXX-5974			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $20,000.00			$3,191.54 / $788.05 / $2,403.49	
09/16	10/20	24069276259100084040021	DISPUTE FINAL CREDIT	$29.99 CR
09/26	10/14	7475542628617280343128 8	DOUBLETREE HOTELS 701-5510120 ND CHECK IN DATE: 09-25-26 CONFIRMATION #: 95271290	$12.10 CR
10/14	10/15	74793386287003708622227	Adobe Inc 800-8336687 CA	$232.63 CR
10/18	10/20	24000976292582704639264	RADISSON HOTEL BISMARC BISMARCK ND CHECK IN DATE: 10-17-26 CONFIRMATION #: 0000001188	$128.93
10/18	10/21	24000976293588106925671	RADISSON HOTEL BISMARC BISMARCK ND CHECK IN DATE: 10-17-26 CONFIRMATION #: 0000001373	$104.50
10/18	10/21	74000976293588106925635	RADISSON HOTEL BISMARC 701-2556000 ND	$12.43 CR
10/18	10/21	74000976293588106925551	RADISSON HOTEL BISMARC 701-2556000 ND	$116.50 CR
10/18	10/21	74000976293588106925502	RADISSON HOTEL BISMARC 701-2556000 ND	$116.50 CR
10/18	10/20	24000976292582704639553	RADISSON HOTEL BISMARC BISMARCK ND CHECK IN DATE: 10-17-26 CONFIRMATION #: 0000001258	$12.00
10/18	10/20	24000976292582707306168	SUNLAC INN DEVILS LAKE ND CHECK IN DATE: 10-17-26 CONFIRMATION #: 0000044586	$446.50
10/20	10/22	74000976294594601343604	SUNLAC INN 701-6625011 ND	$267.90 CR
10/23	10/26	24943006297529171055731	CENEX-LEGACY COOPERATIVE DEVILS LAKE ND	$97.50
10/23	10/26	24943006297529411646372	HOLIDAY INN EXPRESS WILL 7015770400 ND CHECK IN DATE: 10-18-26 NUMBER OF NIGHTS: 5 CONFIRMATION #: 0015177015770400	$1,095.90
10/23	10/26	24943006297529411646380	HOLIDAY INN EXPRESS WILL 7015770400 ND CHECK IN DATE: 10-19-26 NUMBER OF NIGHTS: 4 CONFIRMATION #: 0015187015770400	$976.21
10/23	10/26	24000976298609302582325	COBBLESTONE HOTEL & SU DEVILS LAKE ND CHECK IN DATE: 10-20-26 CONFIRMATION #: 0000065011	$330.00
REBECCA NEEDHAM 0002-4825-3254				
XXXX-XXXX-XXXX-3817			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $1,500.00			$27.44 / $0.00 / $27.44	
10/22	10/23	2469216629540494974 3595	Amazon.com*DP36N9AG3 Amzn.com/billWA	$27.44
ROBERT FUHRMAN 0000-6420-7467				
XXXX-XXXX-XXXX-7460			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$146.89 / $0.00 / $146.89	
10/17	10/19	24692166290409555750029	AMAZON MKTPL*DP1CR37K3 Amzn.com/billWA	$5.99
10/20	10/21	24692166293402567593864	AMAZON MKTPL*5P2LK2CV2 Amzn.com/billWA	$6.64
10/24	10/26	24108296297100009756417	SHOPIFY* 610393835 SHOPIFY.COM NY	$134.26
MUSEUM 0000-5687-7889				
XXXX-XXXX-XXXX-0043			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $8,000.00			$21.02 / $0.00 / $21.02	
10/13	10/14	24445006287400315082822	WM SUPERCENTER #1567 DICKINSON ND	$7.28
10/21	10/22	24445006294300710858530	VSP*GAYLORD ARCHIVAL 315-634-8000 NY	$13.74
EMS 1 0002-5866-6528				
XXXX-XXXX-XXXX-8072			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$150.20 / $0.00 / $150.20	
10/22	10/23	24692166295404589644152	SHELL 12502810018 MANDAN ND	$150.20
CARTER FONG 0002-5916-0745				
XXXX-XXXX-XXXX-1590			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$121.60 / $0.00 / $121.60	
10/21	10/23	24943006295528131237589	PIZZA HUT 042470 DICKINSON ND	$62.08
10/22	10/23	24445006296400331840749	WM SUPERCENTER #1567 DICKINSON ND	$59.52

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
RITA BINSTOCK 0000-4914-5485				
XXXX-XXXX-XXXX-0994			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $4,000.00			$1,623.39	$0.00	$1,623.39
10/14	10/15	24692166287407341858127	EXXON WEST DAKOTA OIL DICKINSON ND	$51.99
10/20	10/21	24108296294100000016129	COLUMN PUBLIC NOTICE COLUMN.US DC	$1,054.52
10/20	10/21	24108296294100000006518	COLUMN PUBLIC NOTICE COLUMN.US DC	$465.34
10/20	10/21	24445006294001043647570	FAMILY FARE 3122 DICKINSON ND	$51.54
CHAD TORMASCHY 0002-4230-8484				
XXXX-XXXX-XXXX-8922			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $10,000.00			$1,099.95	$0.00	$1,099.95
10/13	10/13	24793386285003847047077	eBay O*10-15287-94258 800-4563229 CA	$37.77
10/14	10/15	24793386287003907978227	eBay O*11-15294-54595 800-4563229 CA	$22.12
10/14	10/15	24793386287002743784211	eBay O*21-15275-53335 800-4563229 CA	$34.94
10/14	10/15	24793386287003211984093	eBay O*27-15264-97093 800-4563229 CA	$307.09
10/14	10/15	24793386287003914009222	eBay O*07-15302-37557 800-4563229 CA	$34.94
10/15	10/16	24793386288002989267219	eBay O*01-15319-65745 800-4563229 CA	$136.70
10/20	10/21	24692166293403127805723	AMAZON MKTPL*556U79CD3 Amzn.com/billWA	$26.99
10/22	10/23	24793386295002465940090	eBay O*23-15305-23165 800-4563229 CA	$188.37
10/22	10/23	24492166295100084197868	SP ARCHOIL ARCHOIL.COM CT	$311.03
FIRE PREVENTION 0002-8169-8241				
XXXX-XXXX-XXXX-0464			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $5,000.00			$29.00	$0.00	$29.00
10/23	10/26	24692166296405657920563	NATIONAL REGISTRY EMT 614-888-4484 OH	$29.00
KRISTOPHER KELLER 0002-8569-5581				
XXXX-XXXX-XXXX-6238			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $5,000.00			$525.00	$0.00	$525.00
10/21	10/22	24692166294403674643419	UND-EXTENDED LEARNING- 701-777-4814 ND	$175.00
10/21	10/22	24692166294403674643427	UND-EXTENDED LEARNING- 701-777-4814 ND	$175.00
10/21	10/22	24692166294403674643435	UND-EXTENDED LEARNING- 701-777-4814 ND	$175.00
BRITANI BOHACEK 0002-8664-8704				
XXXX-XXXX-XXXX-8480			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $1,000.00			$233.90	$0.00	$233.90
10/12	10/14	24801976286929726248088	STARK COUNTY DICKINSON ND	$30.00
10/12	10/14	24801976286929722002240	MUNICIPAY(M3)*SERVICE FE PORTLAND ME	$3.00
10/15	10/19	24801976289933339681567	MUNICIPAY(M3)*SERVICE FE PORTLAND ME	$3.00
10/15	10/19	24801976289933345401505	STARK COUNTY DICKINSON ND	$40.00
10/16	10/19	24108296290100001687104	COLUMN PUBLIC NOTICE COLUMN.US DC	$127.90
10/18	10/19	24692166291401312344484	NDRIN-ND LAND RECORDS 701-364-1280 ND	$30.00
MIKAELA WOODRUFF 0002-8886-5132				
XXXX-XXXX-XXXX-5055			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $3,000.00			$404.69	$0.00	$404.69
10/13	10/14	24692166286406396036275	AMAZON MKTPL*5E5V047B0 Amzn.com/billWA	$23.48
10/21	10/23	24445006295500622257718	PAPA JOHN'S #4905 701-483-7200 ND	$95.15
10/21	10/23	24445006295500622257890	PAPA JOHN'S #4905 701-483-7200 ND	$114.18
10/23	10/26	24445006297500788391440	DOMINO'S 1883 307-752-2115 ND	$171.88

Finance Charge Summary

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

Type of Balance	Average Daily Balance	Daily Periodic Rate	Corresponding Annual Percentage Rate	Periodic Finance Charge
PURCHASES	$0.00	0.0000%	0.00%	$0.00
CASH ADVANCES	$0.00	0.0320%	11.65%	$0.00

DocAccess

PDF document accessibility



Scan PDFs

Accessible HTML transcripts

Monitor new documents

3-YEAR CONTRACT TOTAL

$22,834.59

Dec 1, 2026 – Nov 30, 2029

YEAR 1	YEAR 2	YEAR 3
$5,521.60 *Includes $1,500 setup*	$8,445.36	$8,867.63

+5% annual subscription uplift from year 2

Year 4 renewal: $9,311.01

Preparing for April 26, 2028

ADA web accessibility • WCAG 2.1 AA

CITY OF DICKINSON, ND

AudioEye

Website accessibility



Automated fixes

Expert remediation

Continuous monitoring

1-YEAR CONTRACT TOTAL

$3,437.50

Initial term • 12 months

RENEWAL PRICING

$4,875 base annual fee

+5% in year 2

$5,118.75 year 2 renewal

Preparing for April 26, 2028

ADA web accessibility • WCAG 2.1 AA

Supports ongoing compliance efforts

CITY OF Dickinson North Dakota | ADMINISTRATION

November 17, 2026

City Commissioners

The three-year CivicPlus DocAccess agreement runs December 1, 2026, through November 30, 2029, at a total cost of $22,834.59. DocAccess scans, converts, and monitors PDF documents on the City's website, providing screen reader-friendly HTML transcripts that improve access to public information and reduce manual document remediation. The service complements AudioEye's website accessibility tools and supports preparation for the April 26, 2028, federal ADA web accessibility compliance deadline. Costs are $5,521.60 in year one, including implementation, $8,445.36 in year two, and $8,867.63 in year three.

Aaron Meyer
IT Director

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-155717-1
CivicPlus Pricing Approval Date: 10/22/2026 9:38 AM
Expires On: 11/20/2026

Client:
City of Dickinson, ND

Bill To:
DICKINSON CITY, NORTH DAKOTA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Lindsey McElroy		lindsey.mcelroy@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	DocAccess Implementation	Implementation of DocAccess	USD 1,500.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	DocAccess	DocAccess is a document accessibility platform that scans, converts, and monitors PDF documents on websites to support ADA and Section 508 compliance efforts for users with disabilities.	USD 8,043.20

Initial Term		12/1/2026 - 11/30/2029, Renewal Term 12/1 each calendar year	
Initial Term Invoice Schedule		Year One Annual Total invoiced on 1/1/2027. Year Two Annual Total invoiced on 12/1/2027. Year Three Annual Total invoiced on 12/1/2028.	
	Annual Subscription	**One Time Fees**	**Annual Total**
Year One	USD 4,021.60	USD 1,500.00	USD 5,521.60
Year Two	USD 8,445.36		USD 8,445.36
Year Three	USD 8,867.63		USD 8,867.63
Subtotal			USD 22,834.59

Annual Recurring Services Starting Year 4	USD 9,311.01
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

If the customer has subscribed to the DocAccess services, which is evidenced by the DocAccess line item shown above, the covered domains for the service shall be limited to:
https://www.dickinsongov.com/

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-155717-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
_____	_____
By (please sign):	By (please sign):
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:

_____
Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____
Mailing Address: (If different from above)

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

CITY OF Dickinson North Dakota | ADMINISTRATION

November 17, 2026

City Commissioners

The one-year CivicPlus AudioEye agreement has an initial cost of $3,437.50 and provides automated accessibility fixes, expert remediation, continuous monitoring, and reporting for the City's website. These services improve access for residents with disabilities and reduce staff workload while supporting preparation for the April 26, 2028, federal ADA web accessibility compliance deadline for municipalities under 50,000 residents. Annual recurring services are listed at $4,875, subject to a 5% increase beginning in year two.

Aaron Meyer
IT Director

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-155797-1
CivicPlus Pricing Approval Date: 10/21/2026 9:55 AM
Expires On: 10/30/2026

Client:
City of Dickinson, ND

Bill To:
DICKINSON CITY, NORTH DAKOTA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Lindsey McElroy		lindsey.mcelroy@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Web Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AudioEye Managed Implementation	AudioEye Managed Implementation

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AudioEye Managed	AudioEye Managed: URL

~~List Price - Initial Term Total~~	~~USD 5,875.00~~
Total Investment - Initial Term	USD 3,437.50
Annual Recurring Services (Subject to Uplift)	USD 4,875.00

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-155797-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
_____	_____
By (please sign):	By (please sign):
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:

_____
Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____
Mailing Address: (If different from above)

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

CITY OF Dickinson North Dakota | Administration

To: City Commission

From: City Administrator Dustin Dassinger

Date: 11/12/2026

Subject: 2027 Liquor License Renewals

Commissioners,

Each year, the City Commission reviews and approves the renewal of liquor licenses for establishments operating in city limits.

The 2027 Liquor License renewals include:

- 18 Commercial On-Sale / Off Sale License Renewals
- 2 Motel/ Hotel License Renewals
- 3 Lodge / Club License Renewals
- 13 Restaurant License Renewals
- 1 Beer & Wine Concession License Renewal
- 1 Microbrewery Renewal
- 4 Beer Only Renewals

City Administration recommends approval of aa 2027 liquor license renewals.

Thank You,

Dustin Dassinger

City Administrator

2027 Liquor License

Commerical On-Sale/Off-Sale **Concerns**

1004332 BP Marsh Enterprises Inc. DBA Bernie's Esquire Club
1004334 Coborn's Inc. DBA Cash Wise Liquor #3044
1004348 Paragon Bowl DBA Champs Sports Club
1004335 DYA Operating Inc. DBA The Rock
1004333 Black Clover LLC DBA Dickinson Town and Country
1004336 Donlin Enterprises DBA Ponderosa Liquor
1004338 Final Final Bar and Lounge LLC
1004339 Houserecker2026 Proof DBA The House of Booze
1004340 JK3S, LLC DBA Spur Bar and Lounge
1004341 LA Liquors DBA Neighbors Local Bar
1004342 Legacy 7 LLC DBA Lucky's Liquor
1004343 Legacy 7 LLC DBA Lucky's Liquor
1004345 Maverick Saloons, Inc.
1004346 Nash Finch Company DBA Family Fare #123
1004347 Ozark Spirits LLC - Wal-Mart Stores
1004350 DO Interests DBA Southside Saloon
1004349 TH Investments LLC DBA Southview Liquor
1004334 TH Investments LLC DBA Liquor Warehouse

MOTEL/HOTEL

1004318 Grand Dakota Hospitality DBA Grand Dakota Lodge
1004314 Heritage Hospitality LLC DBA Astoria Hotel and Event Center

LODGE/CLUB

1004315 Brotherhood of St. Anthony
1004316 Dickinson Eagles Club
1004317 Elks Lodge #1137

RESTAURANT

1004319 All in Events and Catering
1004320 Applewest Inc. DBA Applebees Inc.
1004321 Blackridge Capital LLC DBA Blue 42 Sports Grille and Bar
1004322 El Sombrero Inc.
1004323 JD'S BBQ
1004324 Los Cabos Family Mexican Restaurant, LLC
1004307 Phat Fish
1004327 Sakura
1004326 Players Sports Bar and Grill
1004328 Seven K Huts (Pizza Hut)
1004329 The Crossing
1004330 The Grub Tub
1004331 Wings of Minot

BEER AND WINE CONCESSION

1004308 Badlands Big Sticks Baseball

MICROBREWERY

1004325 Phat Fish

BEER AND WINE

1004314 Francisco Herrera DBA El Paricutin Mexican Food
1004313 Rusty Lantern

BEER ONLY

1004309 DePorres House of Barbering
1004311 Mens Den Salon
1004312 King Buffet
1004310 Just Golf

DID NOT RENEW

Daph's Floral

26-08894

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **ALL IN EVENTS & CATERING / ALL IN BAR & CASINO**

DATE: 10/26/2026

BACKGROUND INVESTIGATION:

DAVID JOSEPH OUELLETTE

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO RECORDS FOUND

P# 1004319

SCANNED

26-08715

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **EL SOMBRERO INC.**

DATE: 10/20/2026

BACKGROUND INVESTIGATION:

FELIPE DE JESUS P AGUIRRE
ADRIANA T AGUIRRE

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO OTHER RECORDS FOUND

P# 1004322

SCANNED

26-08722

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI
FROM: BRANDI AARON
SUBJECT: **PHAT FISH BREWING LLC**
DATE: 10/20/2026

Micro Brewery

BACKGROUND INVESTIGATION:

ANTHONY SCHARF
KELLI SCHARF
CLINTON JACKSON
JERRI JACKSON
LONNIE KERN
NEVADA CRIMMINS

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NEVADA CRIMMINS:

1999 – PHYSICAL OBSTRUCTION GOVERNMENT
2004 – RECKLESS DRIVING

NO OTHER RECORDS FOUND

Memo

P# 1004307

SCANNED

26-088946

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **BADLANDS BIGSTICKS BASEBALL CLUB, LLC**

DATE: 10/26/2026

BACKGROUND INVESTIGATION:

DAVID JOSEPH OUELLETTE
JASON HOPFAUF

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO RECORDS FOUND

SCANNED

4308

#100 ~~#050~~

26-08727

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **DE PORRES HOUSE OF BARBERING LLC**

DATE: 10/20/2026

BACKGROUND INVESTIGATION:

PAUL CHRISTOPHER ELLERKAMP
PATRICK CASEY AHMANN

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

ND Courts
City of Dickinson contacts
NCIC
CJIS

This search revealed the following criminal history:

PAUL ELLERKAMP:
2003 – NSF
PATRICK AHMANN:
1997 – DELIVERY OF ALCOHOL
1999 – PARKING & PARKING WARRANT

SCANNED
P# 1004309

26-08730

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI
FROM: BRANDI AARON
SUBJECT: **JUST GOLF**
DATE: 10/20/2026

BACKGROUND INVESTIGATION:

CHRISTIAN PETER OLSON

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

ND Courts
City of Dickinson contacts
NCIC
CJIS

This search revealed the following criminal history:

CHRISTIAN OLSON:

2014 – MIP
2015 – RECKLESS DRIVING

P# 1004310

SCANNED

26-08884

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **MEN'S DEN**

DATE: 10/26/2026

BACKGROUND INVESTIGATION:

LAURIE MARIE BRANSON

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO RECORDS FOUND

H 100431

SCANNED

26-09009

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **MING DENG JIANG DBA – KING BUFFET**

DATE: 10/29/2026

BACKGROUND INVESTIGATION:

MING DENG JIANG

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

ND Courts
City of Dickinson contacts
NCIC
CJIS

This search revealed the following criminal history:

NO CRIMINAL HISTORY FOUND

P # 1004312

SCANNED

26-09010

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **THE RUSTY LANTERN TAVERN**

DATE: 10/29/2026

BACKGROUND INVESTIGATION:

ANDRIES JAKOBUS LOUW

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

ND Courts
City of Dickinson contacts
NCIC
CJIS

This search revealed the following criminal history:

NO CRIMINAL HISTORY FOUND

P # 1004313

mrw

SCANNED

26-08726

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **ASTORIA HOTEL**

DATE: 10/20/2026

BACKGROUND INVESTIGATION:

HITESH PATEL

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

ND Courts
City of Dickinson contacts
NCIC
CJIS

This search revealed the following criminal history:

NO OTHER RECORDS FOUND

P# 1004314

SCANNED

26-08769

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **BROTHERHOOD OF ST. ANTHONY CLUB**

DATE: 10/21/2026

BACKGROUND INVESTIGATION:

EMILY JO-DEAN HOOD
KRISTOPHER DEAN KELLER
JULEEN ANN ROSZKOWSKI
CINDY KAY BAILEY
MATTHEW JAMES HOOD
LUCINDA KOEPPLIN
DEANN MARIE SCHEELER

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

EMILY HOOD: 2017 – DUI
MATTHEW HOOD: 2019 – RECKLESS DRIVING

P # 1004315

SCANNED

26-081

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **DICKINSON EAGLES CLUB**

DATE: 10/21/2026

BACKGROUND INVESTIGATION:

DOUGLAS PASICZNYK
ALEX SCHERR
LOREN WANNER
NICHOLAS LAMBERT
MICHAEL SCHERR
PATRICK WANNER
JACOB SIEWERT
DAVID DOLECHEK
DOUGLAS WIEGE
JAXON MELLMER
AARON PRAUS
THOMAS GRAY

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

ND Courts
City of Dickinson contacts
NCIC
CJIS

This search revealed the following criminal history:

DOUGLAS PASICZNYK: 1994 – MIC
JACOB SIEWERT: 2003 – DUI
DAVID DOLECHEK: 1990 – LEAVE SCENE OF ACCIDENT; 1994 & 2021 – DUI
LOREN WANNER: 1987 – INSUFFICIENT FUNDS CHECK
DOUGLAS WIEGE: 2012 – RECKLESS DRIVING
NICHOLAS LAMBERT: 2014 – DUS
JAXON MELLMER: 2020 – FALSE ID
MICHAEL SCHERR: 1998 – FAILED TO GIVE IMMEDIATE NOTICE OF ACCIDENT
1998 – CARELESS DRIVING
THOMAS GRAY: 2012 – DUI

PH 1004316

SCANNED

26-0889D

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **ELKS LODGE #1137**

DATE: 10/26/2026

BACKGROUND INVESTIGATION:

JOHN ANTHONY REGER
BLAINE ALLEN DECKER
DERRICK ANDREW HECKER
AUSTIN DOUGLAS KRAUSE
ISAAC KONNER EGLI
KELSEY LYNN JACKSON
STEPHENY JANE REGER
JONATHAN LARRY STANG
TODD MICHAEL TOOZ
ROBERT ANTHONY NALEWAJA
AARON JAMES JOHANSEN
SHARON LEE STEINLE

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

JOHN REGER – 2000 – NSF
DERICK HECKER – 2006 – DUI
SHARON STEINLE – 2015/2016 - DUI

P# 1004317

SCANNED

26-086070

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **GRAND DAKOTA LOUNGE**

DATE: 10/19/2026

BACKGROUND INVESTIGATION:

DARINDER JEET SINGH PANDHER
ELAINE MYRAN

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO RECORDS FOUND

1004318

SCANNED

26-08774

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **APPLE WEST, INC. – DBA APPLEBEES**

DATE: 10/21/2026

BACKGROUND INVESTIGATION:

MYRON DALE THOMPSON
SHIRLEY ANN THOMPSON
LEAH LAUREN BJERKLIE
TADD WILLIAM DEMARS
DUSTIN ANTHONY JENSEN
SHAWNA CEREE PARSONS

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO RECORDS FOUND

PH 100320

SCANNED

26-0875D

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **BLACKRIDGE CAPITAL, LLC. (DBA – BLUE 42 SPORTS GRILLE & BAR)**

DATE: 10/21/2026

BACKGROUND INVESTIGATION:

MICHEAL DEAN LEFOR
SHERRYL SUZANNE LEFOR
BRETT MICHAEL LEFOR

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO RECORDS FOUND

P# 100434

JW-1W

SCANNED

26-08578

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **JD'S BBQ LLC**

DATE: 10/15/2026

BACKGROUND INVESTIGATION:

JEREMY DEAN ROSS
XYLINA MERRY BLANCO

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

ND Courts
City of Dickinson contacts
NCIC
CJIS

This search revealed the following criminal history:

ROSS:
2009 – INSURANCE FRAUD
2011 – PROHIBITED POSSESSION OF A FIREARM
2011 – DISOBEDIENCE OF JUDICIAL ORDER

BLANCO:
NO RECORDS FOUND

P#1004323 JM 7 10

SCANNED

260-08608

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **LOS CABOS FAMILY MEXICAN RESTAURANT, LLC.**

DATE: 10/19/2026

BACKGROUND INVESTIGATION:

OMAR MENDOZA MOLINA
LOGAN MENDOZA MOLINA

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO RECORDS FOUND

P# 1004324

SCANNED

26-0872

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **PHAT FISH BREWING LLC**

DATE: 10/20/2026

* RESTAURANT

BACKGROUND INVESTIGATION:

ANTHONY SCHARF
KELLI SCHARF
CLINTON JACKSON
JERRI JACKSON
LONNIE KERN
NEVADA CRIMMINS

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NEVADA CRIMMINS:

- **1999 – PHYSICAL OBSTRUCTION GOVERNMENT**
- **2004 – RECKLESS DRIVING**

NO OTHER RECORDS FOUND

P# 1004325

New

SCANNED

26-086079

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **PLAYERS SPORTS BAR & GRILL**

DATE: 10/19/2026

BACKGROUND INVESTIGATION:

MICHEAL FISHER
SCOTT WAX
AUTUMN FISHER
ROBERT EILTS

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

MICHEAL FISHER:

2001 – DUI; 2022 – SIMPLE ASSAULT (ACTIVE SUMMONS)

NO OTHER CRIMINAL HISTORY FOUND

P# 1004326

SCANNED

26-08897

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **SAKURA JAPANESE STEAKHOUSE**

DATE: 10/26/2026

BACKGROUND INVESTIGATION:

QIN CHEN

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO CRIMINAL RECORDS FOUND

P# 1024327

SCANNED

26-08680

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **SEVEN K HUTS LLC, DBA – PIZZA HUT**

DATE: 10/19/2026

BACKGROUND INVESTIGATION:

RUSSELL HENRY KLUG
DELONNES MARIE KLUG

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO RECORDS FOUND

P# 1004328

SCANNED

26-08090

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **THE CROSSING INC., DBA BRICKHOUSE GRILLE**

DATE: 10/19/2026

BACKGROUND INVESTIGATION:

SETH MURPHY
CHANTEL MURPHY

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

ND Courts
City of Dickinson contacts
NCIC
CJIS

This search revealed the following criminal history:

SETH MURPHY:
2005 – Use of artificial light to hung big game (deer), Hunting with Out a big game license (deer); 2007 – DUS, DUS
CHANTEL MURPHY:
NO RECORDS FOUND

R# 1004329

SCANNED

26-08775

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **THE GRUB TUB**

DATE: 10/21/2026

BACKGROUND INVESTIGATION:

ERIC ALLEN BURRUSS

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

ERIC BURRUSS:

- **2011 – POSS OF DANGEROUS WEAPON, DUI, POSS OF MJ**
- **2012 – RECKLESS DRIVING, DUI**
- **2014 – DISORDERLY CONDUCT**

P# 1004330

SCANNED

26-08772

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **WINGS OF MINOT ND LLC – DBA BUFFALO WILD WINGS**

DATE: 10/21/2026

BACKGROUND INVESTIGATION:

KENNETH FLOYD HERSLIP
JANELLE RENAE HERSLIP
SAMANTHA RENAE HERSLIP
DANIELLE MAE REICHENBERGER

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO RECORDS FOUND

PL 1004331

SCANNED

26-08760

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **BP MARSH ENTERPRISES INC – DBA BERNIE'S ESQUIRE CLUB**

DATE: 10/21/2026

BACKGROUND INVESTIGATION:

BERNAL CHARLES MARSH
PAULETTE MARIE MARSH

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO RECORDS FOUND

P# 1004332

SCANNED

20-08758

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **BLACK CLOVER LLC: DBA – TOWN & COUNTRY LIQUORS**

DATE: 10/21/2026

BACKGROUND INVESTIGATION:

CASEY JAMES PAUL

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO RECORDS FOUND

P#1004333 New

SCANNED

26-086083

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **CASH WISE LIQUOR**

DATE: 10/19/2026

BACKGROUND INVESTIGATION:

CHRISTOPHER MICHAEL COBORN
MARK KARL COBORN
EMILY ANNA COBORN WRIGHT
WILLIAM EMERSON DRAKE
CAROL PATRICIA O'SHEA
DEVIN CHRISTOPHER CARTER DAVIS

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO RECORDS FOUND

P#1004334 JMC 7W

SCANNED

26-08711

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **DYA OPERATING INC. DBA THE ROCK**

DATE: 10/20/2026

BACKGROUND INVESTIGATION:

CHAD RICHARD GROLL
CHAD ALLEN MILLER
ANDREW WILLIAM EMARD
MATTHEW MICHAEL HEINZ
WARREN SINGING HORSE LOGAN
BROCK ALLEN WANNER
RYAN FARRELL CALLAHAN
MARY JO BARANKO

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

CHAD GROLL:

1992 – MIP

NO OTHER RECORDS FOUND

P #100 4335 JMC-10

SCANNED

26-087604

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **DONLIN ENTERPRISES – DBA PONDEROSA LIQUOR**

DATE: 10/21/2026

BACKGROUND INVESTIGATION:

DON JAMES PAUL
LINDA KAY PAUL

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO RECORDS FOUND

P# 1004336

SCANNED

26-08728

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **EL PARICUTIN MEXICAN FOOD**

DATE: 10/20/2026

BACKGROUND INVESTIGATION:

FRANCISCO HERRERA RUVALCABA

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

ND Courts
City of Dickinson contacts
NCIC
CJIS

This search revealed the following criminal history:

NO RECORDS FOUND

P # 1004337

DLL-100

SCANNED

26-08575

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **FINAL FINAL BAR & LOUNGE**

DATE: 10/15/2026

BACKGROUND INVESTIGATION:

MICHAEL STICKA
GARTH JOHNSON
CHRISTOPHER MATYSEK
BYRON MATYSEK
MARK KEITHLEY
KARA KEITHLEY
RUSTY HAYNES
JAMI HAYNES
SAWYER TOOZ
JASON KOSTELECKY

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

MICHAEL STICKA – 1997 VIOLATION OF DRIVERS LICENSE LEARNING PERMIT RESTRICTIONS, 2002 NSF, 2003 ISSUING CHECK WITHOUT SUFFICIENT FUNDS, 2011 DISORDERLY CONDUCT, 2020 DISORDERLY CONDUCT – CRMINIAL MISCHIEF
MARK KEITHLEY – 2007 MIC
GARTH JOHNSON – 2010 RECKLESS DRIVING

PH 100 4338

SCANNED

26-087560

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **HOUSERECKER 2026 PROOF, LLC – DBA HOUSE OF BOOZE**

DATE: 10/21/2026

BACKGROUND INVESTIGATION:

DANIELLE RAE KRAFT
JASON EARL KRAFT
JERRY ALFRED KRAFT
LINDA LOU KRAFT

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

JASON KRAFT: 2008 – RECKLESS DRIVING; 2010 – CRIMINAL TRESPASS

NO OTHER RECORDS FOUND

PL 100 4339

SCANNED

26-08899

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **JK3S LLC - DBA - SPUR BAR AND LOUNGE**

DATE: 10/26/2026

BACKGROUND INVESTIGATION:

STEPHEN PATRICK HOERNER
JASON RODAKOWSKI
SCOTT BULLINGER
KEITH SCHWINDT
CHELSEA ENGELKE

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO CRIMINAL RECORDS FOUND

1

PA 1004340

SCANNED

26-08900

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **LA LIQUORS, LLC - DBA – NEIGHBORS LOCAL BAR**

DATE: 10/26/2026

BACKGROUND INVESTIGATION:

STEPHEN PATRICK HOERNER
JASON RODAKOWSKI
SCOTT BULLINGER
KEITH SCHWINDT
BETTINA SCHLOSS GRISWOLD

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO CRIMINAL RECORDS FOUND

P # 1004341
SCANNED

26-087660

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **LEGACY 7 LIQUOR – DBA LUCKYS LIQUOR ON 12TH ST**

DATE: 10/21/2026

BACKGROUND INVESTIGATION:

TODD MICHAEL TOOZ
MICHAEL JAMES STAUDINGER

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO RECORDS FOUND

Pt 1004342

SCANNED

26-087608

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **LEGACY 7 LIQUOR – DBA LUCKYS LIQUOR ON VILLARD ST**

DATE: 10/21/2026

BACKGROUND INVESTIGATION:

TODD MICHAEL TOOZ
MICHAEL JAMES STAUDINGER

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO RECORDS FOUND

P# 1004343

SCANNED

26-08732

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **LIQUOR WAREHOUSE** - TFT Investments, LLC.

DATE: 10/20/2026

BACKGROUND INVESTIGATION:

TRACY TOOZ
SCOTT KLUG
JONATHAN STANG

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

TRACY TOOZ – 1992 - MIP
SCOTT KLUG – 1999 - NSF
JONATHAN STANG – 1999 - FISHING WITHOUT LICENSE

Pt 1004344 JMC

SCANNED

26-0875

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **MAVERICK SALOONS INC.**

DATE: 10/21/2026

BACKGROUND INVESTIGATION:

BRYAN JEFFREY NELSON
SANDRA MARIE NELSON

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

BRYAN NELSON:

1995 - MIP

Pb 100 4345 Memo

SCANNED

20-08757

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **NASH-FINCH LLC: DBA FAMILY FARE #123**

DATE: 10/21/2026

BACKGROUND INVESTIGATION:

WILLIAM LEROY JACOBS
KEVIN FRANCIS MCNAMARA
WILLIAM M BOYD III
JULIE ANNE DRAKE
BRYAN THOMAS GRANGER

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO RECORDS FOUND

P#100 4346

SCANNED

26-08892

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **OZARK SPIRITS LLC DBA - WALMART**

DATE: 10/26/2026

BACKGROUND INVESTIGATION:

JOHN ROBERT FURNER
CAREY ANNE FENTON
MATTHEW WILLIAM ALLEN
SARAH CATHERINE LITTLE
BRANDON JEFFERSON VICK

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

NO RECORDS FOUND

P# 1004347

SCANNED

26-087601

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **PARAGON BOWL INC. / CHAMPS SPORTS CLUB**

DATE: 10/21/2026

BACKGROUND INVESTIGATION:

JOHN THOMAS MUELLER

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history:

JOHN MUELLER:

- **2001 – OPEN CONTAINER**
- **2004 – LIQUOR CODE VIOLATION**

#1054348

SCANNED

26-08731

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BRANDI AARON

SUBJECT: **SOUTHVIEW LIQUOR – TH INVESTMENTS LLC**

DATE: 10/20/2026

BACKGROUND INVESTIGATION:

TRACY TOOZ
SCOTT KLUG
JONATHAN STANG

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

ND Courts
City of Dickinson contacts
NCIC
CJIS

This search revealed the following criminal history:

TRACY TOOZ – 1992 - MIP
SCOTT KLUG – 1999 - NSF
JONATHAN STANG – 1999 - FISHING WITHOUT LICENSE

P#100434

SCANNED

CITY OF Dickinson North Dakota | Administration

To: City Commission

From: City Administrator Dustin Dassinger

Date: 11/12/2026

Subject: 2027 Tobacco License Renewals

Commissioners,

Each year, the City Commission reviews and approves the renewal of tobacco licenses for establishments operating in city limits.

The 2027 Tobacco Licenses include 50 renewals. We are still waiting on two establishment to submit paperwork for renewal, which will be brought forward to the commission when submitted.

City Administration recommends approval of the 2027 license renewals which have been submitted.

Thank You,



Dustin Dassinger

City Administrator

	2027 TOBACCO LICENSES
1004355	B.P. MARSH ENTERPRISES INC. DBA BERNIE'S ESQUIRE CLUB
1004393	BLACK CLOVER LLC DBA TOWN AND COUNTRY
1004352	BLACK MARKET VAPE & SMOKE OF DICKINSON, INC.
1004360	BROTHERHOOD OF ST. ANTHONY
1004367	CASS OIL CO DBA HOLIDAY STATIONSTORE #225
1004385	COBORNS INCORPORATED DBA CASH WISE LIQUOR
1004384	COBORNS INCORPORATED DBA CASH WISE
1004398	BRAD COLEMAN DBA VAPES
1004399	BRAD COLEMAN DBA VAPES
1004388	DE PORRES HOUSE OF BARBERING LLC DBA PAUL ELLERKAMP
1004396	ALL IN BAR AND CASINO - SOUTHSIDE SALOON
1004391	DOLGENCORP LLC - DOLLAR GENERAL #23939
1004392	DOLGENCORP LLC - DOLLAR GENERAL #23282
1004356	DON AND LINDA PAUL DBA PONDEROSA LIQUOR
1004397	DYA OPERATING, INC. DBA THE ROCK
1004401	FAMILY DOLLAR
1004394	FINAL FINAL
1004368	FMD PIT STOP, LLC
1004386	GAS U UP, LLC DBA LUCKY'S
1004353	ABDRABBOH ASHAIF - GS 2 (GALACTIC SMOKE)
1004351	HOUSE OF BOOZE
1004377	LEGACY 7 LIQUOR, LLC DBA LUCKY'S LIQUOR
1004387	LEGACY 7 LIQUOR, LLC DBA LUCKY'S LIQUOR
1004390	LEGACY 7 LIQUOR, LLC DBA LUCKY'S LIQUOR
1004395	MAIN AVENUE DICKINSON ND LLC - 797 SOUTH MAIN AVENUE
1004376	MAVERICK SALOONS INC.
1004371	MILLER AND HOLMES, INC. DBA M&H
1004378	NASH FINCH COMPANY DBA FAMILY FARE #123-GROCERY STORE
1004379	NASH FINCH COMPANY DBA FAMILY FARE #122
1004380	NASH FINCH COMPANY DBA FAMILY FARE #123-LIQUOR STORE
1004381	SPARTAN STORES FUEL, LLC DBA FAMILY FARE QUICK STOP #124
1004389	ND LAUNDRY DBA FAST LANE CHECK CASHING
1004372	PARAGON BOWL, INC.
1004357	SIMONSON STATION STORES, INC.
1004358	SIMONSON STATION STORES, INC.
1004369	TH INVESTMENTS LLC DBA LIQUOR WAREHOUSE
1004370	TH INVESTMENTS LLC DBA SOUTHVIEW LIQUORS
1004361	QUEEN CITY CANDY -BRAUNS DISTRIBUTING
1004374	ROSIES FOOD AND GAS
1004363	SOUL SANCTUARY DBA SALT OF THE EARTH
1004383	THE HUB CONVENIENCE STORES INC.
1004359	TIGER DISCOUNT INC.
1004400	T-REX CONOCO INC.
1004364	TRI ENERGY CENEX VILLARD
1004365	TRI ENERGY CENEX MUSEUM
1004366	TRI ENERGY CENEX GENERAL

1004373	WALMART STORES INC. DBA WALMART #1567
1004382	OZARK SPIRTS, LLC DBA WALMART #1567
1004354	WEST DAKOTA OIL INC.
1004362	JEROME DISTRIBUTING INC.
1004375	THE RUSTY LANTERN
	Did not Renew
	SUPERPUMPER #37 - 1554 W VILLARD STREET
	MOHAMMED WAZWAZ/MOES SMOKE SHOP

CITY OF Dickinson North Dakota | Administration

To: City Commission

From: City Administrator Dustin Dassinger

Date: 11/12/2026

Subject: Resolution Authorizing and Calling for a Special Election to Consider an Additional One Percent (1%) Sales and Use Tax for Quality-of-Life Projects and Public Infrastructure

Commissioners,

The City of Dickinson initially adopted a one-percent (1%) sales and use tax in 1990 and subsequently amended the tax in 2001 to include an additional one-half percent (0.5%). Since that time, the City's infrastructure needs, capital improvement priorities, and community expectations have continued to evolve.

The City is experiencing increasing demands for investment in public infrastructure, recreational amenities, parks, trails, and other quality-of-life improvements that contribute to the long-term vitality and attractiveness of Dickinson. These investments are important not only to current residents but also to supporting future growth, economic development, and the continued strength of southwestern North Dakota.

Under the City's Home Rule Charter, any additional sales and use tax must receive approval from a majority of qualified City electors before it can be enacted. Accordingly, the proposed resolution authorizes the submission of an additional one-percent (1%) sales and use tax to Dickinson voters for consideration.

The proposed additional one-percent (1%) sales and use tax would be dedicated exclusively to quality-of-life projects and public infrastructure improvements, with the following allocation requirements:

- Minimum of 50% – Quality-of-Life and Recreational Projects**:** Funding would support parks, recreational facilities, trails, and other community enhancements.
- Up to 50% – Public Infrastructure Projects**:** Funding would support necessary public infrastructure improvements and capital projects throughout the City.

This allocation establishes a guaranteed commitment to quality-of-life and recreational investments while providing flexibility to address the City's infrastructure priorities.

The resolution directs that the proposed additional one-percent (1%) sales and use tax be submitted to qualified electors at a special City election scheduled for June 8, 2027.

The resolution also:

1. Approves the Notice of Election attached as Exhibit A and directs its publication in the Dickinson Press.
2. Approves the proposed ballot language attached as Exhibit B.
3. Authorizes the City Administrator to coordinate and complete all necessary election requirements in accordance with the City Code and North Dakota Century Code.
4. Authorizes the City Administrator to work jointly with Stark County to assist with the administration and conduct of the election.
5. Directs publication of the adopted resolution in the Dickinson Press.

City administration recommends approval of the resolution authorizing and calling for a special election on June 8, 2027, allowing Dickinson voters the opportunity to determine whether an additional one-percent (1%) sales and use tax should be implemented to support quality-of-life projects and public infrastructure improvements.

Thank You,



Dustin Dassinger

City Administrator

NOTICE OF SPECIAL ELECTION
ON INITIATIVE ORDINANCE TO AMEND SALES & USE TAX
DICKINSON NORTH DAKOTA
JUNE 8, 2027

NOTICE IS HEREBY GIVEN that a SPECIAL CITY ELECTION will be held within the City of Dickinson, Stark County, North Dakota on June 8, 2027, for the purpose of submitting to the voters of said City of Dickinson, the following question:

> Shall the City of Dickinson amend its Code of Ordinances to adopt an additional one percent (1%) sales, use and gross receipts tax and dedicate the revenues collected for the sole purpose of funding quality of life projects and public infrastructure improvements with a minimum of fifty percent (50%) of said revenues shall be dedicated to quality-of-life and recreational projects and up to fifty percent (50%) of said revenues shall be dedicated to public infrastructure projects as provided in the Notice of Election and Proposed Ordinance.

The polls shall be opened at 7 o'clock AM and shall remain open continuously until 7 o'clock PM (MST) on said date. The polling places for holding said election are established precincts and the boundaries of each precinct are described as follows:

(Insert Proposed Ordinance)

Dated this ____ day of _____ 202__.
City of Dickinson, North Dakota

_____
Dustin Dassinger, City Administrator

(Published _____ and _____).

CITY OF DICKINSON

DICKINSON CITY SALES TAX

_____, 2027

BALLOT QUESTION

Shall the City of Dickinson amend its Code of Ordinances to adopt an additional one percent (1%) sales, use and gross receipts tax and dedicate the revenues collected for the sole purpose of funding quality of life and public infrastructure improvements with a minimum of fifty percent (50%) dedicated to quality-of-life and recreational projects and up to fifty percent (50%) dedicated to public infrastructure projects as provided in the Notice of Election and Proposed Ordinance.

☐ Yes – means you approve the measure as summarized above.

☐ No – means you reject the measure as summarized below.

RESOLUTION NO. _____ - 2026

A RESOLUTION TO AUTHORIZE AND CALL FOR AN ELECTION TO ADD AN ADDITIONAL ONE PERCENT SALES AND USE TAX WITHIN THE CITY OF DICKINSON FOR QUALITY OF LIFE PROJECTS AND PUBLIC INFRASTRUTURE

WHEREAS, the City of Dickinson initially adopted a one-percent sales and use tax in 1990; and

WHEREAS; the City of Dickinson amended its sales and use tax in 2001 to adopt an additional one-half percent sales and use tax; and

WHEREAS, the Home Rule Charter of the City of Dickinson authorizes the imposition of sales and use taxes, but further provides that imposition of any additional sales and use tax must be approved by a majority vote of the qualified electors of the City of Dickinson before enactment; and

WHEREAS, the Board of City Commissioners deems it necessary and advisable, and in the best interests of the City of Dickinson, to submit to the voters of the City the issue of imposing an additional one percent (1%) sales and use tax within the City, for the sole purpose of funding quality of life and public infrastructure improvements with a minimum of fifty percent (50%) of said revenues shall be dedicated to quality-of-life and recreational projects and up to fifty percent (50%) of said revenues shall be dedicated to public infrastructure projects; and

WHEREAS, the Board of City Commissioners has determined that the needs for infrastructure, capital improvements, and other community enhancements have changed since 2001, and the City now confronts a great number of quality-of-life projects that would be beneficial for continued health and vitality of the City of Dickinson and all southwestern North Dakota.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners for the City of Dickinson, North Dakota, as follows:

1. The City Commission directs that the proposed amendments be submitted to a vote of the qualified electors of the City of Dickinson at a special city election to be held on the 8th day of June, 2027, at which time the question of imposing an additional one percent (1%) sales and use tax within the City of Dickinson shall be submitted to the voters.

2. The City Commission approves the Notice of Election, attached hereto as Exhibit "A," and directs the City Administrator publish the same in the Dickinson Press, as may be required under applicable provisions of the City Code and North Dakota Century Code.

3. The City Commission approves the form Ballot attached as Exhibit "B," and directs this form ballot be used for the election on the proposed amendment.

4. The City Commission further directs the City Administrator to perform all tasks and requirements under applicable provisions of the City Code and North Dakota Century

Code to conduct such election and authorizes the City Administrator to work jointly with Stark County to assist with all or such portions of the matters in conducting this election.

5. The City Commission further directs the City Administrator to publish this Resolution in the Dickinson Press.

Dated this ____ day of _____, 2026.

_____
Scott Decker, President
Board of City Commissioners

ATTEST:

_____
Dustin Dassinger
Dickinson City Administrator

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND RE-ENACTING ARTICLE 11, SECTION 54-26 AND 54-33 OF THE CITY CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO SALES AND USE TAX

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

Section 1: Article 11, Section 54-26 and 54-33 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Sec. 54-25. Definitions.

All terms defined in N.D.C.C. Chs. 57-39.2 and 57-40.2, including all future amendments, are adopted by reference.

(Code 1993, § 35.010; Ord. No. 1040, § 1)

Sec. 54-26. Sales tax imposed.

Except as otherwise provided in this article, a tax of 2.5 percent is imposed upon the gross receipts of retailers from all retail sales within the corporate limits of the City, of the following:

(1) Tangible personal property, consisting of goods, wares, or merchandise.

(2) The furnishing or service of gas, communication services, or steam other than steam used for processing agricultural products.

(3) Tickets or admissions to places of amusement or entertainment or athletic events, including amounts charged for participation in an amusement, entertainment, or athletic activity, and including the playing of any machine for amusement or entertainment in response to the use of a coin.

(4) Magazines and other periodicals.

(5) The leasing or renting of a hotel or motel room or tourist court accommodations.

(6) The leasing or renting of tangible personal property, the transfer of title to which has not been subjected to a retail sales tax under this chapter.

(7) Sales of alcoholic beverages and tobacco products as defined in N.D.C.C. § 57-39.2-03.9.

(8) Furnishing and installment or attachment to real property in the State by a contractor or a subcontractor who is a retailer of drapes, hardware for hanging drapes, or carpet for floor covering.

(Code 1993, § 35.020; Ord. No. 1040, § 1; Ord. No. 1233, § 1)

Sec. 54-27. Use tax imposed.

Except as otherwise provided in this chapter, a use tax of 2.5 percent is imposed on the storage, use or consumption in the City on:

(1) The purchase price of tangible personal property purchased at retail for storage, use, or consumption within the City.

(2) The fair-market value of tangible personal property which was not originally purchased for storage, use or consumption in the City, at the time which it is brought into the City.

(3) Alcoholic beverages and tobacco products which are stored, used or consumed in the City, as provided in N.D.C.C. § 57-39.2-03.9.

(4) The purchase price of tangible personal property used by a contractor or subcontractor to fulfill a contract as defined in N.D.C.C. § 57-40.2-03.3. This tax applies only to bids submitted on or after July 1, 1990.

(Code 1993, § 35.030; Ord. No. 1040, § 1; Ord. No. 1233, § 2)

Sec. 54-28. Exemptions.

All sales, storage, use, or consumption of tangible personal property which are exempt from imposition and computation of the sales or use tax of the State are specifically exempt from the provisions of this article.

(Code 1993, § 35.040; Ord. No. 1040, § 1)

Sec. 54-29. Maximum tax imposed.

No single transaction involving one or more items is subject to a tax in excess of $100.00.

(Code 1993, § 35.050; Ord. No. 1040, § 1; Ord. No. 1233, § 3; Ord. No. 1624, § 1; Ord. No. 1627, § 1)

Sec. 54-30. Collection and administration.

The Tax Commissioner and the City Auditor shall have the powers enumerated in the provisions of N.D.C.C. Chs. 57-39.2 and 57-40.2 relating to the collection and administration of the State sales and use tax, including all administrative rules adopted by the Tax Commissioner. The Tax Commissioner is authorized to establish rate tables integrating the tax imposed by this chapter with other State, County and City taxes.

(Code 1993, § 35.060; Ord. No. 1040, § 1)

Sec. 54-31. Contract with state Tax Commissioner.

The City Auditor is hereby authorized to contract with the Tax Commissioner for the administration and collection of taxes imposed by this article. The City Auditor has all powers granted the Commissioner and in the absence of a valid contract with the Commissioner or failure of the Commissioner to perform the delegated duties, shall perform these duties in place of the Commissioner.

(Code 1993, § 35.070; Ord. No. 1040, § 1)

Sec. 54-32. Corporate officer liability.

Officers of any corporation required to remit taxes imposed by this article are personally liable for the failure of the corporation to file required returns or remit required payments. The dissolution of a corporation shall not discharge an officer's liability for a prior failure of the corporation to make a return or remit the tax due. The tax, penalty, and interest due may be assessed and collected pursuant to the provisions adopted by this chapter.

(Code 1993, § 35.080; Ord. No. 1040, § 1)

Sec. 54-33. Dedication of tax proceeds.

(a) All revenues raised and collected from the one percent sales and use tax initially adopted on July 1, 1990, less administrative expenses, shall be dedicated as follows:

(1) 50 percent of said revenues shall be dedicated to bonded indebtedness, property tax reduction, and infrastructure (streets, water and sewer).

(2) 30 percent of said revenues shall be dedicated to capital improvements to enhance social and economic vitality of the City and the Southwest area.

(3) 20 percent of said revenues shall be dedicated to job creation and senior citizen activities. All revenue shall be maintained in a fund, to be known as the sales tax fund, separate and apart from all other funds, except as provided by this section.

(b) All revenues raised and collected from the additional one-half percent sales and use tax adopted by Ordinance No. 1233, less administrative expenses, shall be dedicated as follows:

(1) Construction of a public building (community center) to be used for the purpose of an aquatic center, gymnasium and related uses, which may include pledging such sales and use tax revenues to the payment of bond issued for such construction in anticipation of the collection and receipt of such sales and use tax, and if so pledged, the sales and use tax may not be repealed so long as any such bonds or bonds refunding the bonds are outstanding; or

(2) Operation, maintenance and repair expenses for a public building (community center) to be used for the purpose of an aquatic center, gymnasium and related uses; or

(3) Property tax reduction and infrastructure (streets, water and sewer).

(c) All revenues raised and collected from the additional one percent sales and use tax adopted by Ordinance No. X, less administrative expenses, wherein half of the one percent shall be dedicated for the sole purpose of funding quality of life and public

infrastructure improvements, (1) a minimum of 50 percent of said revenues shall be dedicated to quality-of-life and recreational projects.

(2) up to 50 percent of said revenues shall be dedicated public infrastructure projects.

(d) The Board of City Commissioners shall determine the amount by which the bonded debt and the property tax levy shall be reduced each year prior to the adoption of the City's budget.

(e) In the event that the Board of City Commissioners desires to change the distribution formula herein created and the Board of City Commissioners has so determined the necessity of such changes, the Board of City Commissioners shall call for an election for any change or modification of a sales tax in the City.

(f) Revenues and any income therefrom shall accumulate in the sales tax fund until expended by the Board as permitted by this section.

(Code 1993, § 35.090; Ord. No. 1040, § 1; Ord. No. 1100, § 1; Ord. No. 1233, § 4; Ord. No. 1351, § 1)

Sec. 54-34. Termination.

The Board of City Commissioners shall refer to a vote of electorate, no later than July 1, in the fifth year following the year in which the ordinance from which this article is derived takes effect, the question of whether said ordinance shall be repealed or continued in effect. If a majority of qualified voters voting on the question vote to repeal the ordinance, it shall be repealed effective at 12:00 midnight on March 31 of the following year.

(Code 1993, § 35.110; Ord. No. 1040, § 1)

Section 2: Repeal of Ordinances in Conflict. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 3: Severability. In the event any section of this Ordinance is held invalid by court of competent jurisdiction, the invalidity shall extend only to the section affected, and other sections of this Chapter shall continue in full force and effect.

Section 4: Effective Date: This Ordinance shall be in full force and effect from and after final passage.

_____
Scott Decker, President
Board of City Commissioners

ATTEST

_____
Dustin Dassinger, City Administrator

First Reading:
Second Reading:
Final Passage:

Monthly Financial Report

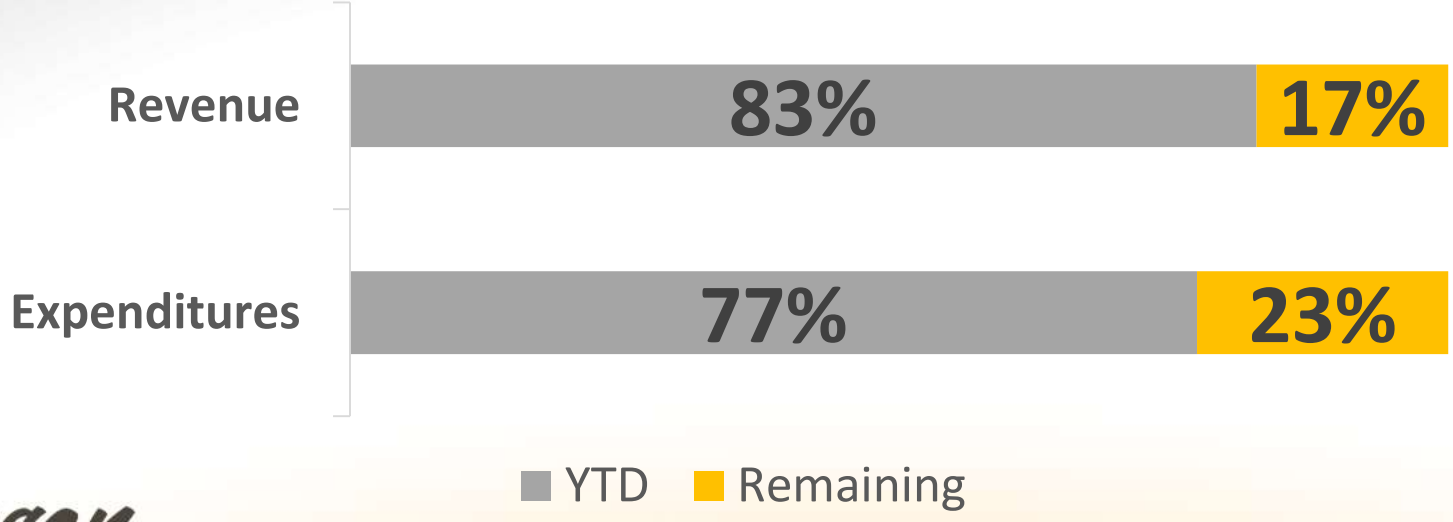
Presented by: Deputy Finance Director, Greenwood

October 2026

CITY OF Dickinson North Dakota

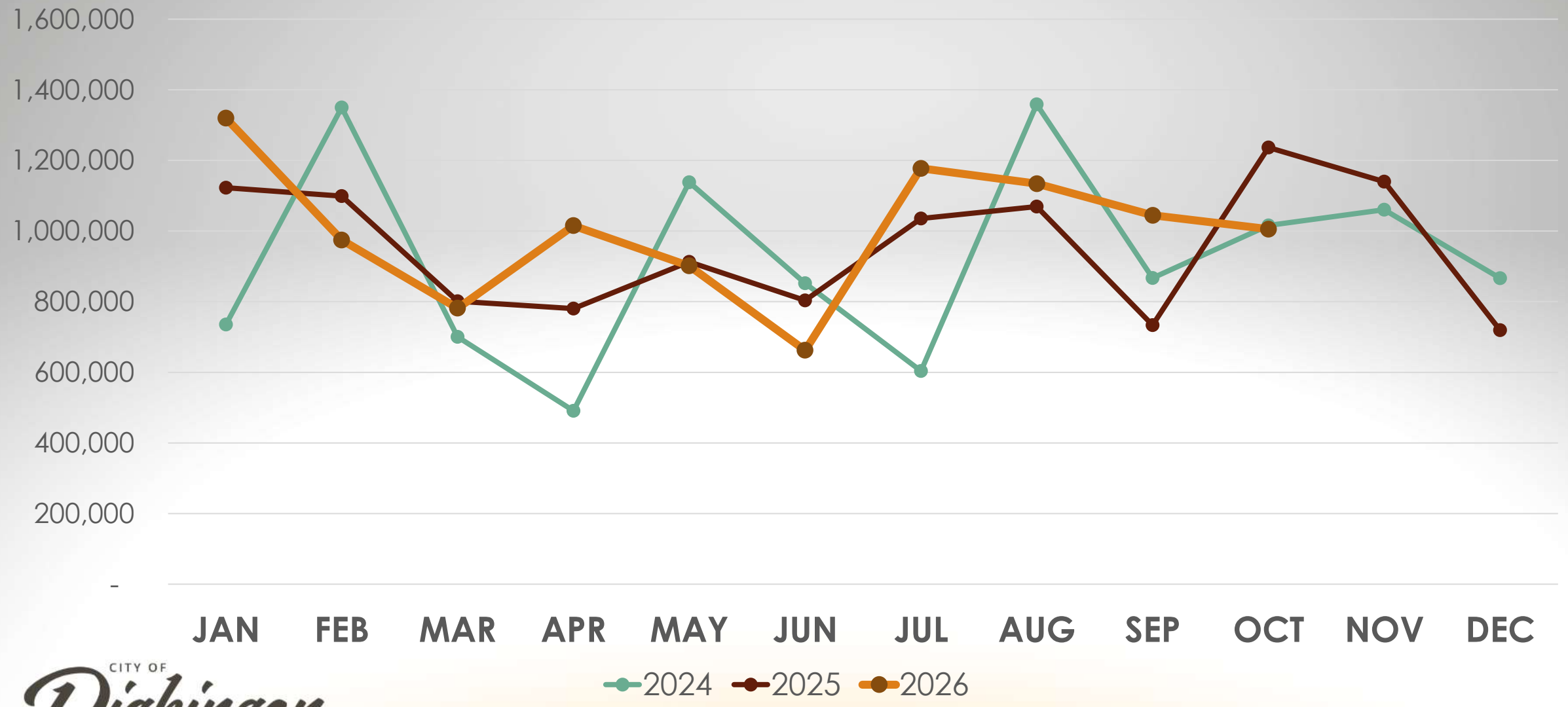
General Fund

FUNDS	Fund Balance 1/1/2026	Revenues & Other Sources	Transfers In	Transfers Out	Expenditures & Other Uses	Fund Balance 10/31/2026
General Fund:	$ 8,125,118	$ 13,540,596	$ 10,977,408	$ 1,544,460	$21,365,639	$ 9,733,023



CITY OF Dickinson North Dakota

1 ½% Sales Tax Monthly Breakdown



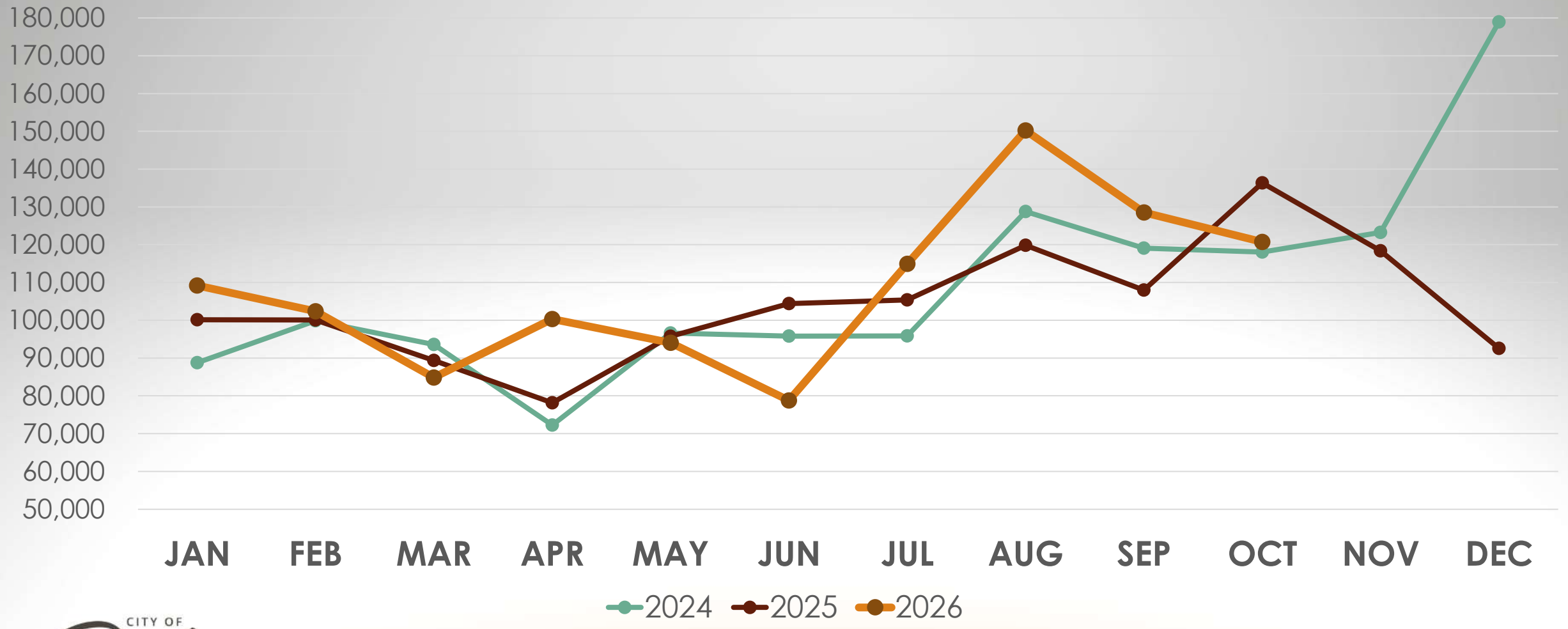
CITY OF Dickinson North Dakota

YTD Sales Tax Comparison



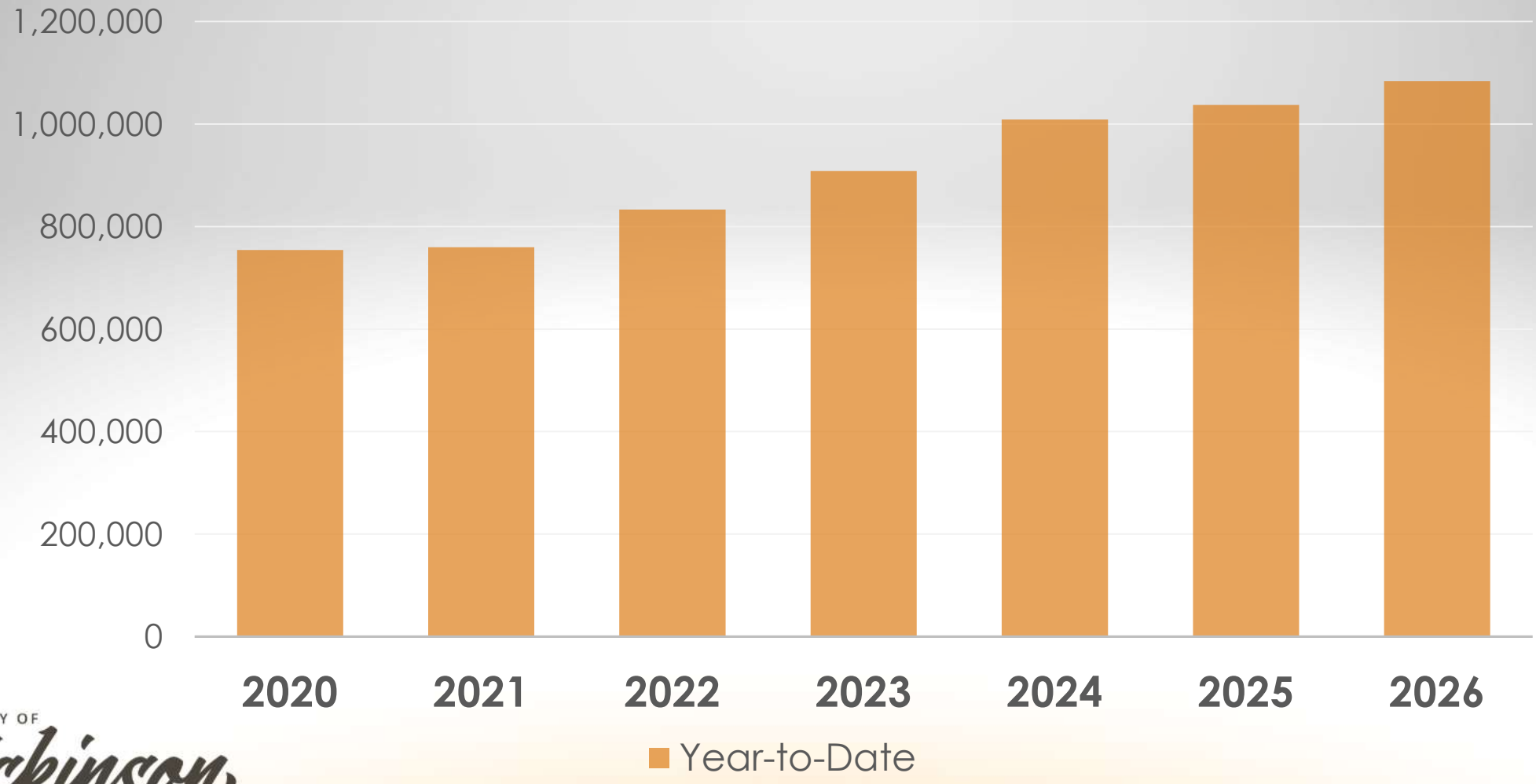
CITY OF Dickinson North Dakota

Hospitality Tax Monthly Breakdown



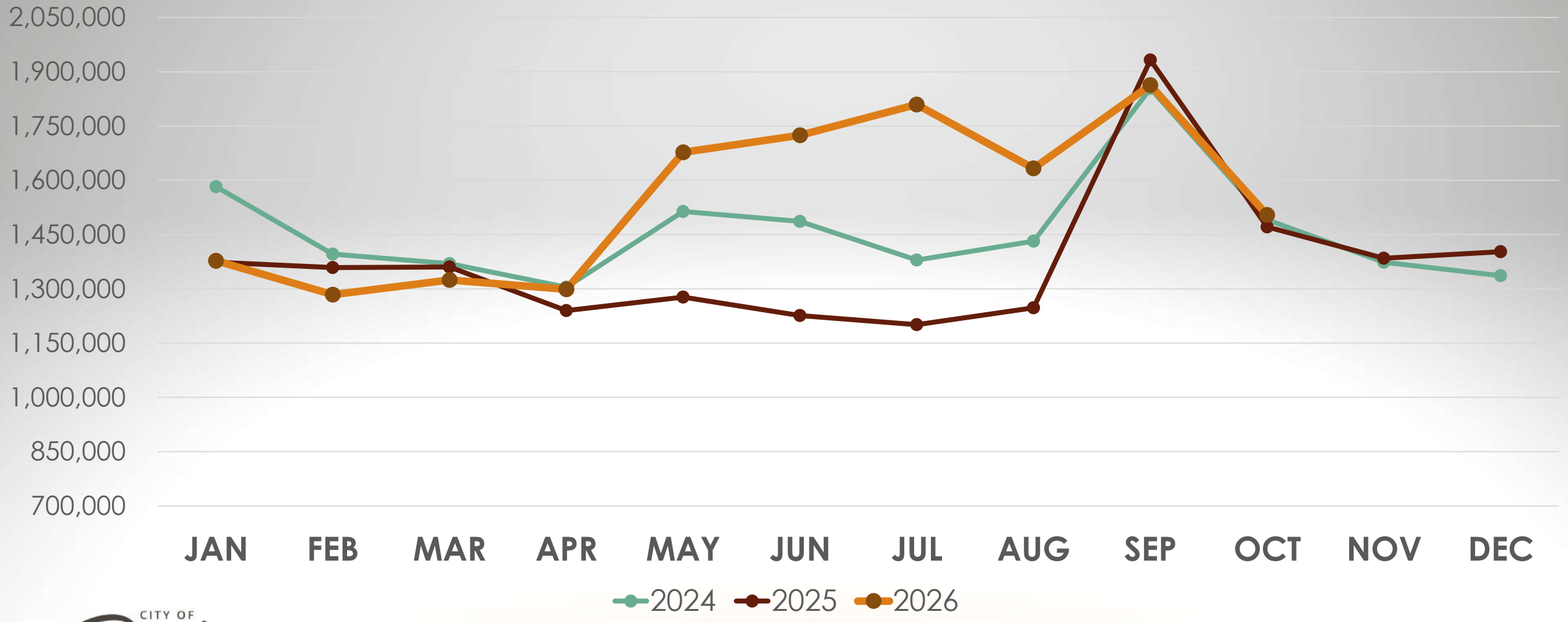
CITY OF Dickinson North Dakota

YTD Hospitality Tax Comparison



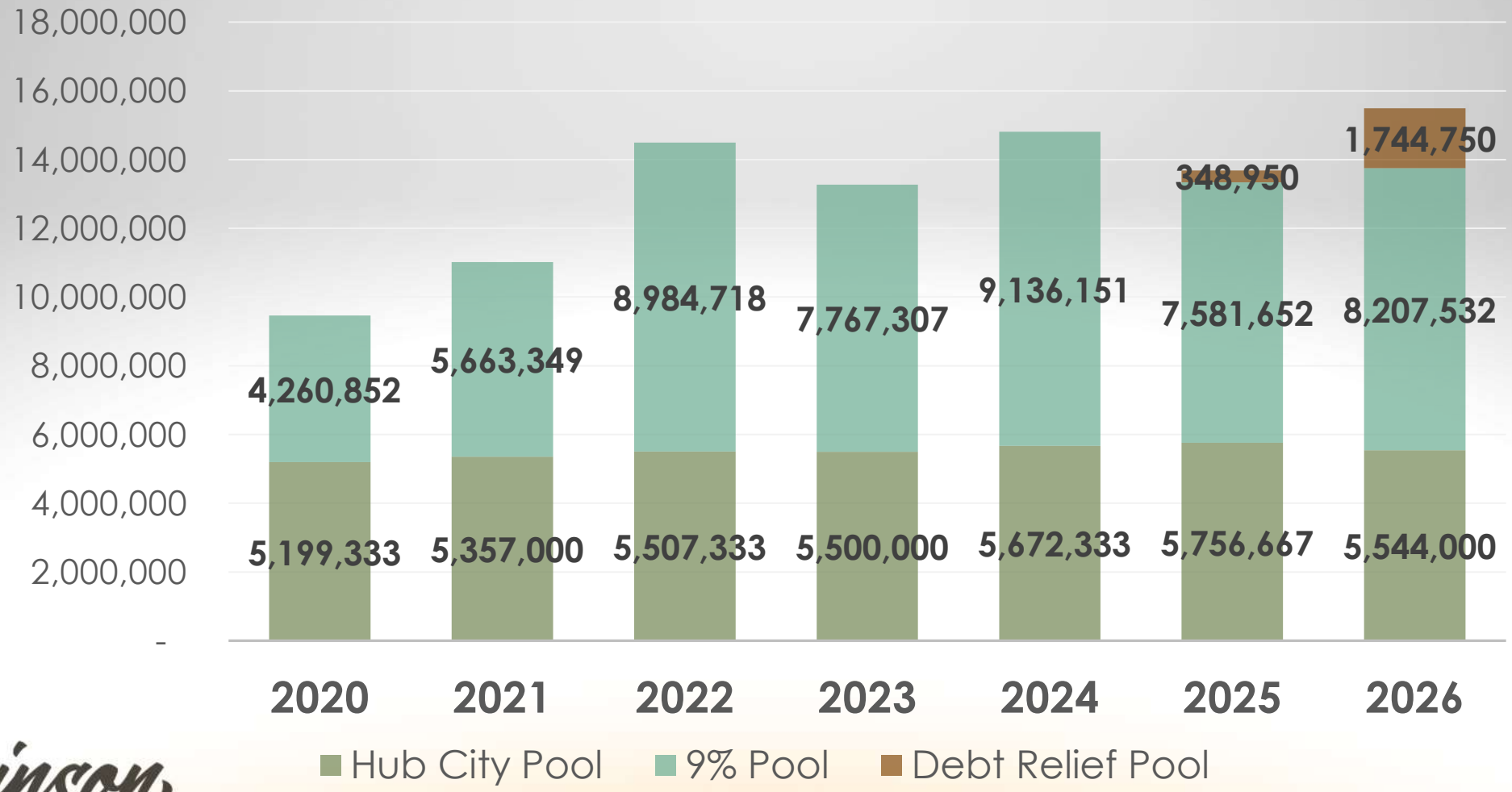
CITY OF Dickinson North Dakota

Oil Impact Monthly Breakdown



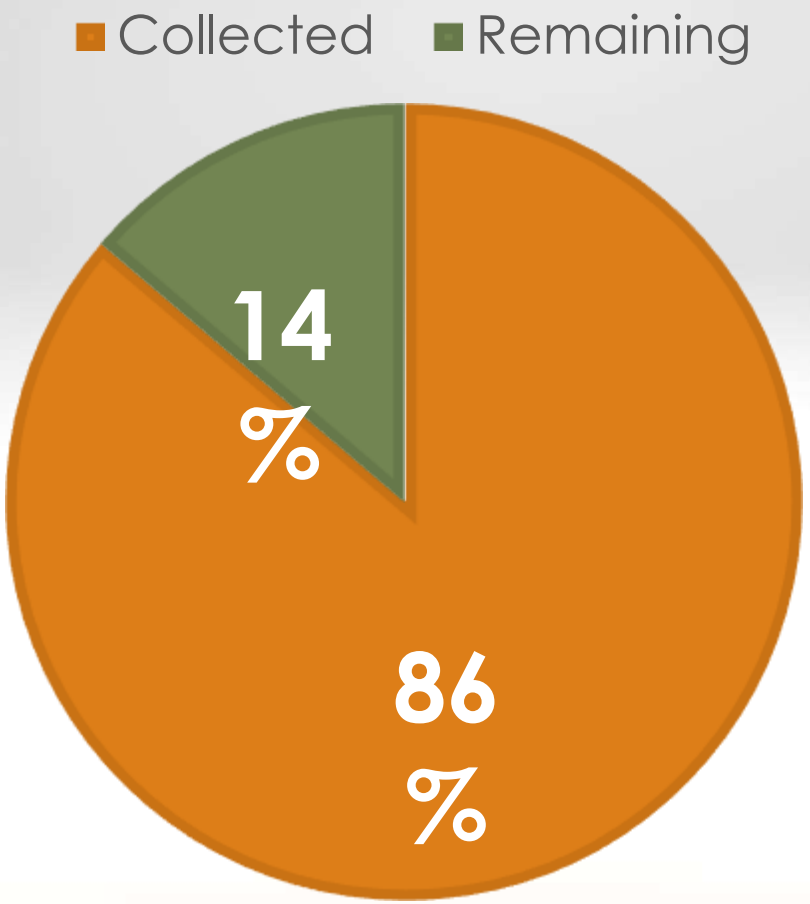
CITY OF Dickinson North Dakota

YTD Oil Impact Comparison



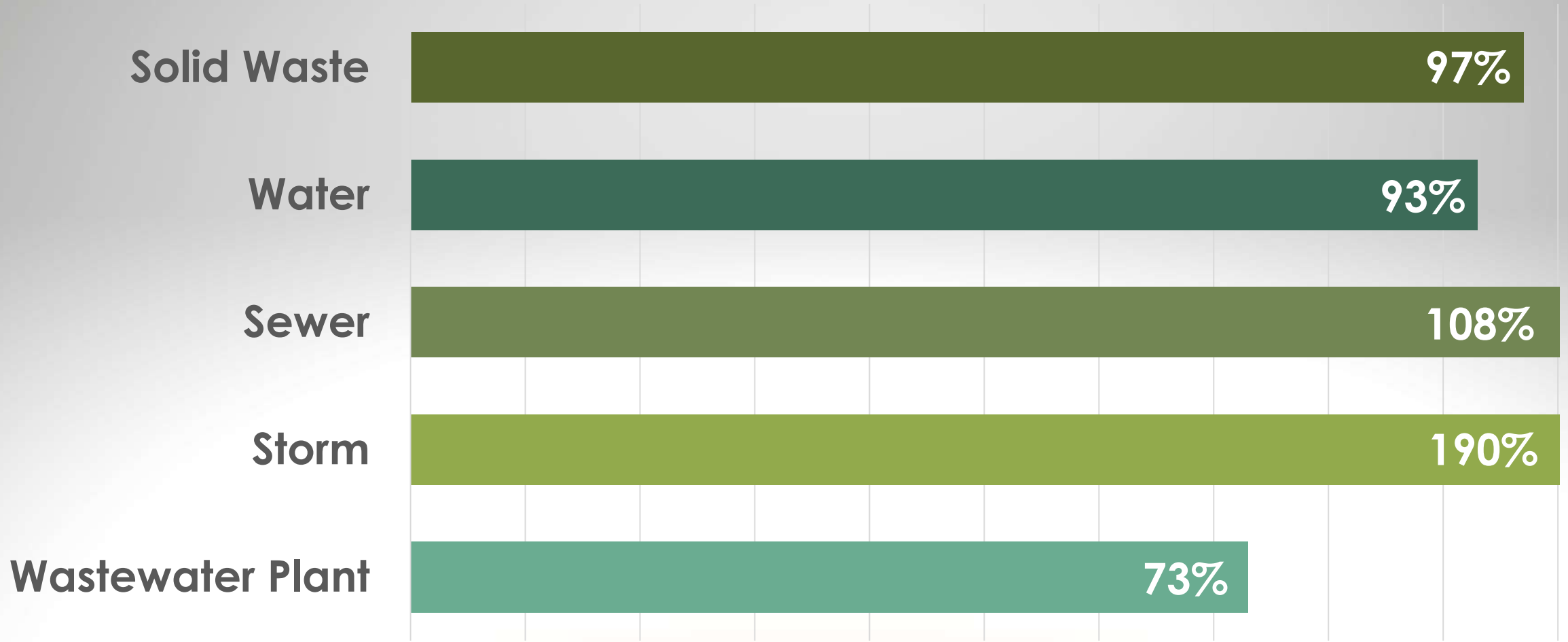
CITY OF Dickinson North Dakota

UTILITY REVENUE



CITY OF Dickinson North Dakota

Enterprise Funds - Expended



CITY OF Dickinson North Dakota

Finance Updates

- **2024 Audit Completion**
  - Full report available on website
- **OpenGov**
  - Working on chart of accounts
- **AP Specialist Opening**

- **CD Update**
  - $5 million CD matured in Oct
    - Reinvested $4 million at 4.41%
    - Deposited $1 million in pension plans
  - New $2.2 million CD at 4.31%
    - Invested LEC sale payment

CITY OF Dickinson North Dakota

Questions?

Thank you!

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Financial Report
For the Period Ending
October 31st, 2026

1. *Budget Summary*
2. *Statement of Fund Activity*
3. *State Tax/Intergovernmental Revenues*
4. *Aged Payables & Receivables Summary*
5. *Utility Revenue Summary*

Note*: State Tax Revenue numbers are based on when they were received from the ND State Treasurer's Office*

2026 Budget Expenditures Recap

10/31/2026

	2026 Budget	2026 Actual	Variance	% Expended
General Fund*	29,058,610	22,429,649	6,628,961	77.2%
Special Revenue Funds				
1% Sales Tax	14,870,100	10,888,943	3,981,157	73.2%
1/2% Sales Tax	3,750,000	3,375,000	375,000	90.0%
Legacy Square Fund	521,900	494,926	26,974	94.8%
Cemetery Fund	186,750	122,965	63,785	65.8%
Future Fund	280,000	228,951	51,049	81.8%
Oil Impact Fund	24,792,000	23,516,506	1,275,494	94.9%
Hospitality Tax	1,873,500	1,386,000	487,500	74.0%
Highway Tax	1,100,000	825,000	275,000	75.0%
Urban Forestry/Downtown Streetscape	25,000	-	25,000	0.0%
EMS*	2,575,350	1,976,552	598,798	76.7%
Library*	1,441,650	1,227,808	213,842	85.2%
Interest Revenue Fund	2,235,000	1,729,040	505,960	77.4%
Debt Service Funds				
SRF Debt Service	5,700,000	-	5,700,000	0.0%
Enterprise/Proprietary Funds*				
Water	8,315,050	7,768,871	546,179	93.4%
Sewer	3,917,400	4,223,333	(305,933)	107.8%
Solid Waste	7,475,450	7,275,233	200,217	97.3%
Storm Water	276,450	524,179	(247,729)	189.6%
Wastewater Plant	3,932,250	2,878,311	1,053,939	73.2%
Fleet (Internal Service)	1,505,450	1,290,533	214,917	85.7%
Totals	113,831,910	92,161,798	21,670,112	81.0%

**Not including interfund transfers*

City of Dickinson, North Dakota

Schedule of Fund Activity
As of October 31 2026

FUNDS	Fund Balance 1/1/2026	Revenues And Other Sources	Transfer In	Transfer Out	Expenditures And Other Uses	Fund Balance 10/31/2026
Total General Fund:	$8,125,118	$13,540,596	$10,977,408	$1,544,460	$21,365,639	$9,733,023
Special Revenue Funds						
1% City Sales Tax	$16,179,690	$5,798,321	$0	$9,617,500	$1,271,443	$11,089,067
1/2% City Sales Tax	$2,663,233	$2,899,160	$0	$1,875,000	$1,500,000	$2,187,393
Legacy Square Fund	$147,614	$25,177	$375,000	$0	$494,926	$52,865
Cemetery	$270,703	$160,137	$0	$0	$122,965	$307,874
Youth Commission	$438	$5,000	$0	$0	$1,744	$3,695
Future Fund	$6,764,083	($17,039)	$0	$210,000	$18,951	$6,518,093
Oil & Gas Production	$9,437,253	$12,706,564	$0	$23,510,904	$5,602	($1,372,689)
Hospitality Tax	$1,699,661	$974,808	$0	$1,312,500	$73,500	$1,288,469
Highway Tax	$149,878	$1,064,235	$0	$825,000	$0	$389,113
Downtown Streetscape	$56,228	$0	$0	$0	$0	$56,228
PD Special Revenue/Grant Fund	$656,685	$87,814	$0	$0	$286,189	$458,310
Federal Grants - ARPA	$636,431	$0	$0	$0	$125,043	$511,388
Fire Special Revenue	$847,859	$51,378	$0	$0	$271,198	$628,039
EMS Special Revenue	($19,815)	$1,689,733	$0	$63,750	$1,976,552	($370,384)
Museum Special Revenue	$37,080	$2,004	$0	$0	$19,809	$19,275
Library	$139,806	$1,198,151	$0	$6,750	$1,227,808	$103,399
Total Special Revenue Funds:	$39,666,827	$26,645,443	$375,000	$37,421,404	$7,395,730	$21,870,136
Debt Service Funds						
SRF Debt Service	-	$0	$0	$0	$0	$0
Total Debt Service Funds:	$0	$0	$0	$0	$0	$0
Capital Projects Funds						
Impact Fee Capital Projects	$503,651	$223,932	$0	$0	$0	$727,583
Sidewalk Construction	$55,797	$34,212	$100,000	$0	$246,400	($56,391)
Trails Construction	$1,582,408	$0	$0	$1,582,408	$0	$0
Annual Street Projects	$3,874,796	$1,015,422	$11,750,000	$0	$10,905,318	$5,734,900
General Capital Projects	-	$1,619,117	$12,931,494	$0	$14,672,542	($121,931)
Total Capital Projects Funds:	$6,016,652	$2,892,682	$24,781,494	$1,582,408	$25,824,259	$6,284,161
Enterprise Funds						
Water Distribution 600	$528,994	$0	$0	$0	$0	$528,994
Water Distribution 601	$45,601,490	$7,455,772	$511,755	$1,814,819	$7,768,871	$43,985,327
Wastewater	$16,379,032	$2,263,691	$7,678,849	$941,475	$4,223,333	$21,156,765
Solid Waste Utility	$10,871,946	$5,782,739	$152,800	$569,200	$7,171,183	$9,067,102
Storm Water	$2,947,997	$351,201	$245,000	$6,938	$524,179	$3

Wastewater Treatment Plant	$35,492,731	$2,214,486	$3,497,500	$5,026,250	$2,878,31	
Total Enterprise Funds:	$111,822,190	$18,067,889	$12,085,904	$8,358,682	$22,565,87	
Internal Service Funds						
Fleet	$93,730	$191	$1,129,088	$0	$1,290,533	($67,525)
Total Internal Service Funds:	$93,730	$191	$1,129,088	$0	$1,290,533	($67,525)
Trust and Agency Funds:						
Agency Funds						
NSF Checks-Recovery	($1,454)	($3,240)	$0	$0	$0	($4,694)
Suspense	-	$0	$0	$0	$0	$0
Motor Vehicle in Transit	$332,078	$9,819,920	$0	$0	$9,965,727	$186,270
General Transit	$128,025	$2,665,693	$0	$0	$2,711,691	$82,026
Interest Revenue	$2,605,981	$1,451,479	$0	$1,610,000	$119,040	$2,328,421
Occupancy Tax	$37,150	$365,437	$0	$0	$402,587	$0
Emergency Shelter Grant	$15,065	$191,398	$0	$0	$206,464	$0
SWNTF Transit	($1,389)	$118,688	$0	$0	$117,299	$0
Total Agency Funds:	$3,115,457	$14,609,375	$0	$1,610,000	$13,522,808	$2,592,023
Pension Trust Funds						
City Pension	$7,967,267	$1,152,111	$698,020	$0	$1,591,423	$8,225,974
Police Pension	$8,427,075	$1,471,615	$459,620	$0	$603,704	$9,754,605
Volunteer Fire Dept	$480,413	$57,338	$10,420	$0	$51,261	$496,910
OPEB	$755,090	$1,202	$0	$0	$8,490	$747,802
Total Pension Trust Funds:	$17,629,845	$2,682,266	$1,168,060	$0	$2,254,879	$19,225,292
Total Trust and Agency Funds	$20,745,302	$17,291,641	$1,168,060	$1,610,000	$15,777,687	$21,817,315
Total All Funds:	**$186,469,818**	**$78,438,441**	**$50,516,953**	**$50,516,953**	**$94,219,724**	**$170,688,536**

SALES TAX REVENUES

1% Sales Tax

	2020	2021	2022	2023	2024	2025	2026	Increase (Decrease) over prior year
January	576,989	443,415	479,035	597,446	490,171	748,670	879,932	131,262
February	615,580	393,184	675,922	757,033	900,175	732,809	649,665	(83,144)
March	345,175	449,633	433,558	576,217	466,764	533,945	521,021	(12,924)
April	505,251	485,343	419,590	551,078	327,069	520,186	676,747	156,561
May	505,989	514,562	428,195	464,675	758,666	608,598	600,850	(7,748)
June	324,748	353,963	583,886	686,093	568,198	535,617	441,380	(94,237)
July	584,979	607,274	581,266	602,935	402,293	690,245	785,203	94,958
August	527,075	568,420	569,164	707,353	905,929	712,799	756,373	43,574
September	494,819	523,865	751,171	627,308	577,910	489,081	696,688	207,607
October	490,122	512,572	677,176	439,305	677,393	824,382	670,392	(153,990)
November	472,033	447,706	553,059	858,479	706,865	760,122		(760,122)
December	491,566	634,101	597,838	589,994	577,793	479,617		(479,617)
Totals	**5,934,326**	**5,934,039**	**6,749,860**	**7,457,917**	**7,359,227**	**7,636,071**	**6,678,252**	**(957,818)**

1/2% Sales Tax

	2020	2021	2022	2023	2024	2025	2026	Increase (Decrease) over prior year
January	288,495	221,707	239,517	298,723	245,085	374,335	439,966	65,631
February	307,790	196,592	337,961	378,517	450,088	366,405	324,833	(41,572)
March	172,588	224,817	216,779	288,109	233,382	266,972	260,511	(6,461)
April	252,626	242,671	209,795	275,539	163,534	260,093	338,374	78,281
May	252,994	257,281	214,097	232,338	379,333	304,299	300,425	(3,874)
June	162,374	176,981	291,943	343,047	284,099	267,808	220,690	(47,118)
July	292,490	303,637	290,633	301,468	201,147	345,122	392,602	47,480
August	263,538	284,210	284,582	353,676	452,964	356,399	378,187	21,788
September	247,409	261,933	375,585	313,654	288,955	244,540	348,344	103,804
October	245,061	256,286	338,588	219,652	338,696	412,191	335,196	(76,995)
November	236,016	223,853	276,530	429,239	353,433	380,061		(380,061)
December	245,783	317,051	298,919	294,997	288,897	239,808		(239,808)
Totals	**2,967,163**	**2,967,019**	**3,374,930**	**3,728,959**	**3,679,613**	**3,818,034**	**3,339,126**	**(478,907)**

Total 1 1/2% Sales Tax

	2020	2021	2022	2023	2024	2025	2026	Increase (Decrease) over prior year
January	865,484	665,122	718,552	896,169	735,256	1,123,005	1,319,897	196,892
February	923,369	589,775	1,013,883	1,135,550	1,350,263	1,099,214	974,498	(124,716)
March	517,763	674,450	650,337	864,326	700,146	800,917	781,532	(19,385)
April	757,877	728,014	629,384	826,618	490,603	780,279	1,015,121	234,842
May	758,983	771,843	642,292	697,013	1,138,000	912,897	901,276	(11,621)
June	487,122	530,944	875,829	1,029,140	852,297	803,425	662,070	(141,355)
July	877,469	910,911	871,899	904,403	603,440	1,035,367	1,177,805	142,438
August	790,613	852,630	853,747	1,061,029	1,358,893	1,069,198	1,134,560	65,362
September	742,228	785,798	1,126,756	940,962	866,865	733,621	1,045,032	311,411
October	735,183	768,859	1,015,764	658,957	1,016,089	1,236,573	1,005,588	(230,985)
November	708,049	671,559	829,589	1,287,718	1,060,298	1,140,184		(1,140,184)
December	737,349	951,152	896,757	884,991	866,690	719,425		(719,425)
Totals	**8,901,489**	**8,901,058**	**10,124,790**	**11,186,876**	**11,038,840**	**11,454,104**	**10,017,379**	**(1,436,725)**

STATE TAX REVENUES

Hospitality Tax

	2020	2021	2022	2023	2024	2025	2026	Increase (Decrease) over prior year
January	82,427	69,011	69,822	80,993	88,784	100,152	109,186	9,034
February	84,166	49,803	87,549	81,937	99,849	100,097	102,370	2,273
March	63,859	60,667	67,154	77,037	93,600	89,347	84,837	(4,510)
April	78,972	70,912	67,428	75,191	72,256	78,154	100,345	22,191
May	63,745	72,352	52,278	78,429	96,639	95,740	94,022	(1,718)
June	41,043	52,463	93,769	98,201	95,785	104,383	78,758	(25,625)
July	82,172	96,721	84,616	82,918	95,858	105,394	114,942	9,548
August	88,496	86,150	83,828	105,902	128,769	119,849	150,255	30,406
September	77,004	110,621	116,475	132,380	119,075	108,000	128,527	20,527
October	92,454	91,040	110,248	95,499	118,060	136,334	120,752	(15,582)
November	76,605	72,803	68,209	135,220	123,234	118,358		(118,358)
December	82,554	92,104	90,254	100,718	178,963	92,573		(92,573)
Totals	**913,497**	**924,646**	**991,630**	**1,144,425**	**1,310,871**	**1,248,381**	**1,083,995**	**(164,386)**

Occupancy Tax

	2020	2021	2022	2023	2024	2025	2026	Increase (Decrease) over prior year
January	23,209	19,645	22,427	25,873	24,170	26,461	28,006	1,545
February	22,931	14,115	20,959	22,081	25,243	27,075	23,436	(3,639)
March	11,847	9,806	14,433	16,097	22,895	22,512	16,644	(5,868)
April	22,041	14,038	18,074	20,706	15,177	12,809	21,203	8,394
May	19,237	16,205	17,314	27,617	23,675	26,052	21,391	(4,661)
June	12,864	12,547	21,977	27,036	25,171	33,032	21,668	(11,364)
July	12,496	26,474	26,169	26,015	37,477	28,244	33,138	4,894
August	27,268	50,105	44,182	46,969	54,476	56,545	81,219	24,674
September	28,500	43,337	49,032	80,411	59,112	54,665	66,442	11,777
October	33,627	37,659	61,186	40,325	60,919	46,405	54,127	7,722
November	29,306	52,810	41,071	69,271	61,116	65,525		(65,525)
December	22,353	27,311	31,290	35,647	61,436	37,337		(37,337)
Totals	**265,679**	**324,053**	**368,116**	**438,047**	**470,867**	**436,661**	**367,274**	**(69,388)**

Oil Impact Fund

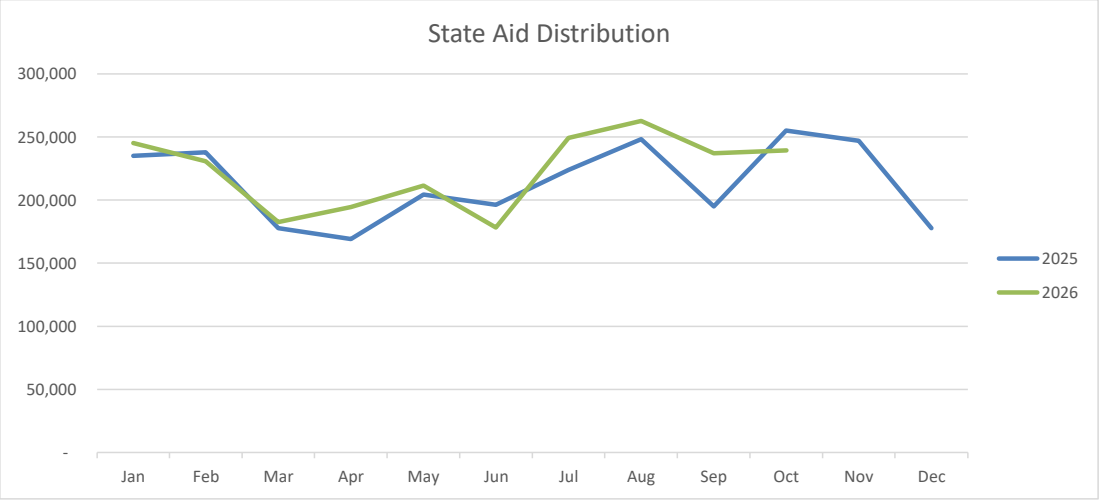
	2020	2021	2022	2023	2024	2025	2026	Increase (Decrease) over prior year
January	1,173,219	906,718	1,299,165	1,379,453	1,582,335	1,373,620	1,377,625	4,005
February	1,221,034	974,729	1,181,038	1,192,840	1,396,215	1,358,749	1,283,771	(74,978)
March	1,143,847	999,254	1,314,748	1,246,296	1,369,677	1,360,173	1,324,503	(35,670)
April	1,016,645	991,918	1,290,101	1,230,965	1,304,302	1,239,637	1,298,598	58,961
May	792,116	1,086,395	1,582,042	1,254,441	1,513,616	1,277,099	1,677,677	400,578
June	622,710	1,071,391	1,321,182	1,223,107	1,486,384	1,225,899	1,724,329	498,430
July	623,428	1,106,206	1,423,884	1,244,544	1,379,645	1,201,068	1,809,358	608,290
August	739,585	1,119,185	1,648,644	1,202,366	1,431,833	1,247,344	1,632,967	385,623
September	1,219,797	1,590,051	1,932,473	1,783,432	1,853,803	1,932,637	1,863,455	(69,182)
October	907,805	1,174,502	1,498,774	1,509,862	1,490,675	1,471,042	1,503,999	32,957
November	896,826	1,205,340	1,407,431	1,669,712	1,373,758	1,384,546		(1,384,546)
December	890,316	1,291,108	1,403,773	1,628,239	1,336,125	1,402,366		(1,402,366)
Totals	**11,247,328**	**13,516,796**	**17,303,256**	**16,565,258**	**17,518,368**	**16,474,181**	**15,496,282**	**(977,899)**

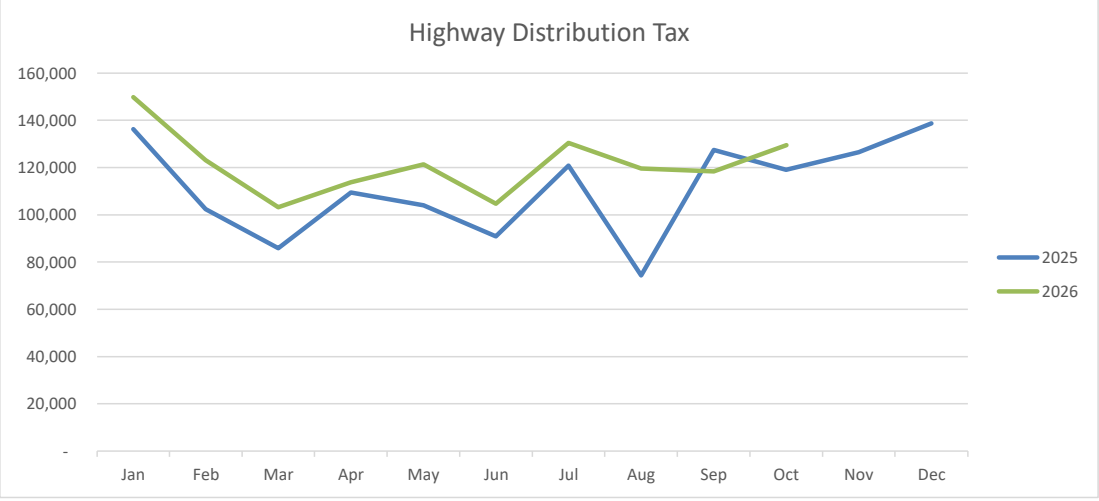
INTERGOVERNMENTAL REVENUES

State Aid Distribution		
	2025	2026
Jan	235,055	245,186
Feb	237,726	230,631
Mar	177,705	182,479
Apr	169,302	194,559
May	204,365	211,572
Jun	196,280	178,324
Jul	223,790	249,201
Aug	248,266	262,729
Sep	194,922	237,167
Oct	255,102	239,311
Nov	246,852	
Dec	177,862	
Totals	2,567,227	2,231,159

Highway Distribution Tax		
	2025	2026
Jan	136,267	149,878
Feb	102,390	123,193
Mar	85,818	103,282
Apr	109,403	113,793
May	104,082	121,316
Jun	90,901	104,752
Jul	120,795	130,399
Aug	74,369	119,571
Sep	127,526	118,450
Oct	119,125	129,479
Nov	126,477	
Dec	138,769	
Totals	1,335,921	1,214,112

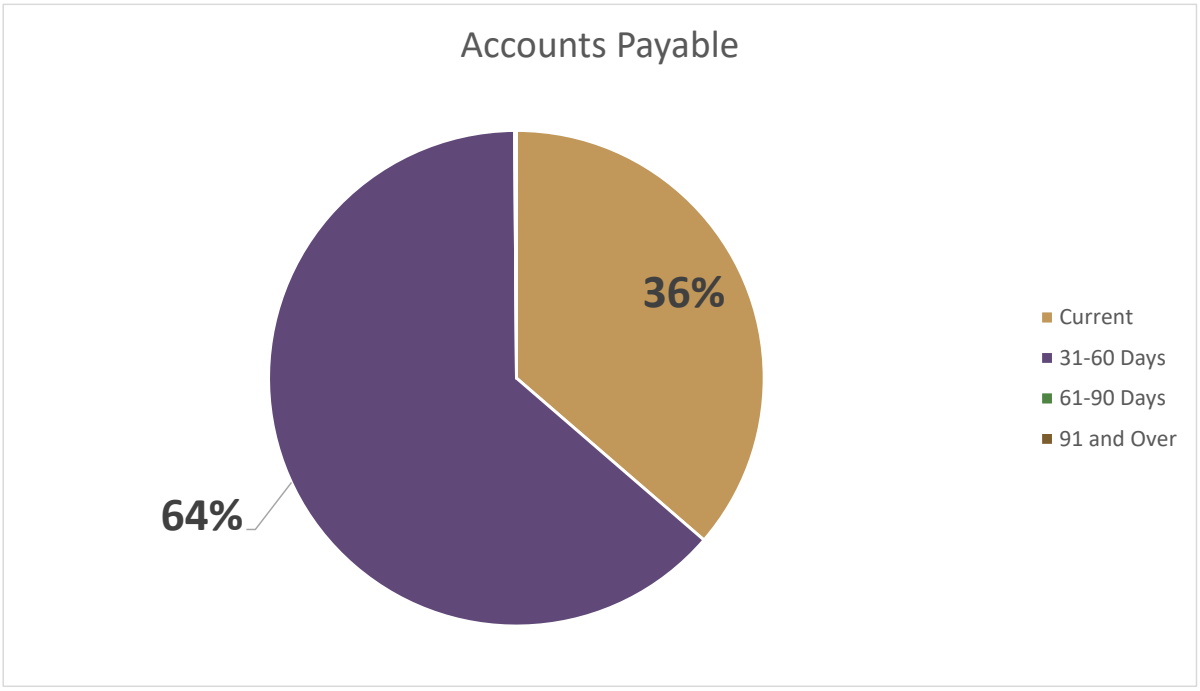
Other Misc Revenue		
	2025	2026
Jan	-	10,893
Feb	-	11,836
Mar	-	9,460
Apr	-	10,786
May	11,138	11,433
Jun	17,316	26,405
Jul	-	11,402
Aug	418,007	12,568
Sep	10,154	11,339
Oct	11,082	11,616
Nov	11,579	
Dec	29,369	
Totals	508,645	127,738

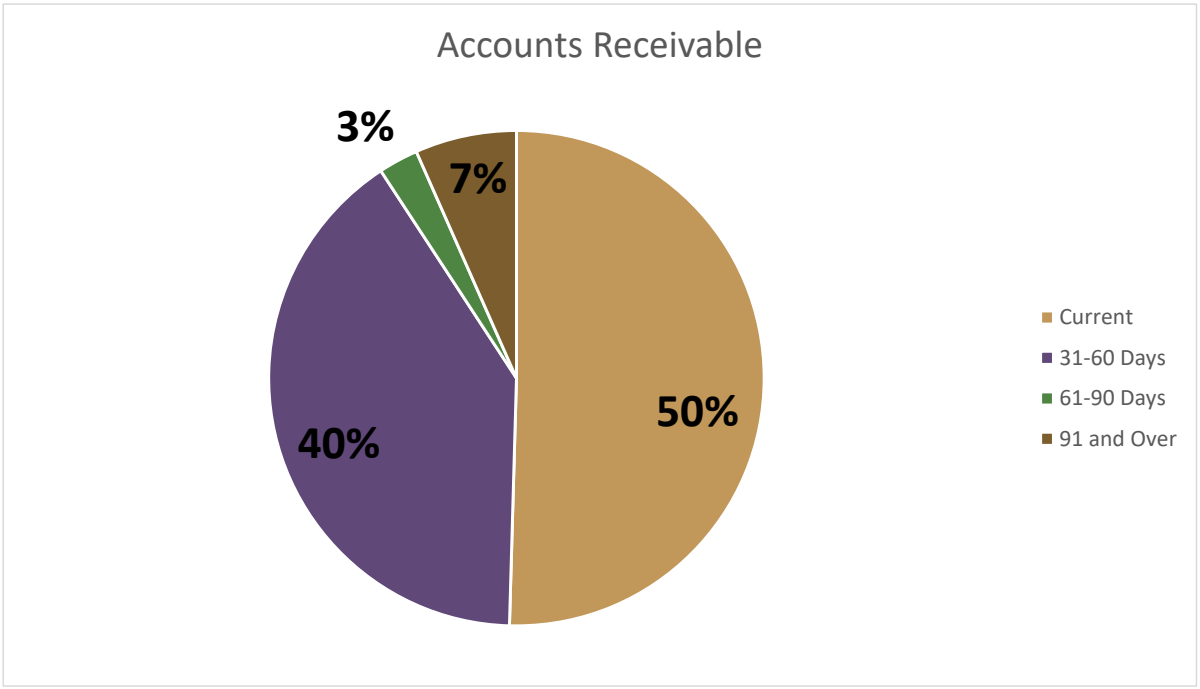




Aged Trial Balance Summary 10/31/2026

Summary	Current	31-60 Days	61-90 Days	91 and Over	Total
Accounts Payable	$ 565,051	$ 988,509	$ 1,812	$ 204	$ 1,555,576
Accounts Receivable	$ 335,717	$ 268,349	$ 17,302	$ 44,082	$ 665,450





Utility Revenue Summary

Thru 10/31/2026

	2022	2023	2024	2025	2026	Increase (Decrease) over prior year
Water						
Consumption	5,357,972	5,346,827	5,994,452	6,463,960	6,009,888	(454,072)
Meter Charges	1,154,095	1,142,569	1,149,669	1,274,553	1,065,293	(209,260)
Flat Rate Wells	1,080	1,070	1,055	1,047	838	(209)
Labor Sales & Service	360	510	645	794	210	(584)
Connection Fees	158,153	187,700	197,750	178,025	147,875	(30,150)
Meter Sales & Repairs	-	-	-	1,926	1,489	(437)
Bad Debts Recovered	9,078	18,333	14,570	14,404	11,336	(3,068)
Water Vendor	30,621	23,386	23,750	28,428	24,134	(4,293)
Misc Revenue	41,581	26,855	26,049	41,488	181,420	139,932
Sewer						
Consumption	1,348,383	1,329,525	1,462,799	2,037,362	50,856	(1,986,506)
Meter Charges	1,543,413	1,527,970	1,537,038	1,704,088	1,422,256	(281,833)
Flat Rate Wells	5,400	5,352	5,277	5,234	394	(4,840)
Connection Fees	81,800	236,750	94,387	149,500	78,900	(70,600)
Septage Receiving Station	31,992	64,116	68,045	55,049	35,854	(19,195)
Misc Revenue	836,442	827,031	889,464	271,029	192,797	(78,232)
Contracted Base Rate	-	-	-	480,433	482,634	2,201
Solid Waste						
Utility Billing	1,576,222	1,585,175	1,916,324	1,931,086	1,623,709	(307,377)
Commercial Landfill	1,007,974	848,730	922,888	915,857	773,020	(142,837)
Gate Receipts	539,687	684,955	687,096	827,225	756,172	(71,053)
UB Commercial Service	1,484,111	1,646,760	2,021,679	2,143,469	2,038,084	(105,385)
Commercial Container Rent	177,291	220,416	217,578	265,106	198,557	(66,549)
Misc Revenue	175,707	175,758	182,341	191,115	4,698	(186,417)
Recycle Income	136,052	71,322	97,828	617,853	141,123	(476,730)
General Fund						
Street Light Utility	394,167	389,410	391,558	394,422	329,668	(64,755)
Storm Water						
Utility Billing	317,917	314,553	316,618	318,834	266,378	(52,455)
Misc Revenue	-	14,154	9,998	6,878	14,788	7,910
Waste Water Treatment Plant						
Consumption	-	-	-	231,814	1,931,260	1,699,446
Flat Rate Wells	-	-	-	-	3,795	3,795
Wastewater Reuse	257,474	240,795	467,436	354,430	279,431	(74,999)
Misc Revenue	-	-	-	50,000	-	(50,000)
Total	**16,666,973**	**16,930,023**	**18,696,294**	**20,955,408**	**18,066,858**	**(2,888,551)**

Note: A portion of January billing gets moved back to December of prior year based on audit requirements.

2/3 of consumption and 1/3 of base charges billed on January 20th get moved back to prior year.

2/3 of consumption billed on January 30th get moved back to prior year.

Hiring Journal - November, 2026

Req #	Position	Date opened:	Date closed:	# of days position is/was open:	total applicants:	# of disqualified apps:	# withdrawn apps:	# of interviews:	# of declined offers:	Hired:
611	Police Officer (Lateral or Entry Level) (4 Openings)	10/29/2026	Until Filled		9					Interview Stage
598	Police Officer (Lateral or Entry Level) (4 Openings)	9/23/2026	10/7/2026	14	10	4	1	5	0	1 - Background Stage
605	Patrol Sergeant (Internal Only)	10/12/2026	11/2/2026	21	5					Interview Stage
580	Public Safety Telecommunicator I (3 Openings)	7/28/2026	8/25/2026	28	21	12	2	7	1	Hired Ashley Myers & Megan Earley
604	Records Clerk	10/13/2026	11/3/2026	21	26	3				Interview Stage
597	Buildings Service Worker - Public Works	9/16/2026	9/23/2026	7	14	3	2	9	0	Hired Cassie Sosa
600	Street Maintenance Operator (2 Openings)	10/7/2026	10/28/2026	21	3					Interview Stage
607	Street Maintenance Supervisor (Internal)	10/16/2026	10/30/2026	14	1					Promoted Eric Bruner
615	Street Maintenance Foreman (2 Openings)	11/5/2026	11/12/2026	7	2					Interview Stage
594	Solid Waste Operator (3 Openings)	9/16/2026	9/30/2026	14	11				2	Hired Jose Muniz Toledo
609	Solid Waste Operator (2 Openings)	10/20/2026	11/3/2026	14	3	1	0	2		Interview Stage
601	Utility Operator	10/1/2026	10/15/2026	14	12	5	2	5		Interview Stage
613	Water Reclamation Facility Operator (2 Openings)	11/5/2026	11/19/2026	14						
614	Water Reclamation Facility Supervisor (Internal)	11/5/2026	11/10/2026	5	1					Interview Stage
599	Planner	9/28/2026	10/29/2026	31	21	5				Interview Stage
608	Accounts Payable Specialist	10/20/2026	11/3/2026	14	35	25	3	7		Interview Stage
612	Civil Service Commisson (2 openings)	11/2/2026	11/16/2026							

Human Resources

Hiring Journal

Presented by: HR Shelly Nameniuk

Updated as of November 12th, 2026

CITY OF Dickinson North Dakota

Police Department

Police Officer (Entry or Lateral)	Patrol Sergeant	Public Safety Telecommunicator I	Records Clerk
4 Openings	1 Opening (Internal Only)	3 Openings	1 Opening
Interview Stage	Interview Stage	Hired Ashley Myers & Megan Earley	Interview Stage
1 – Background Stage			

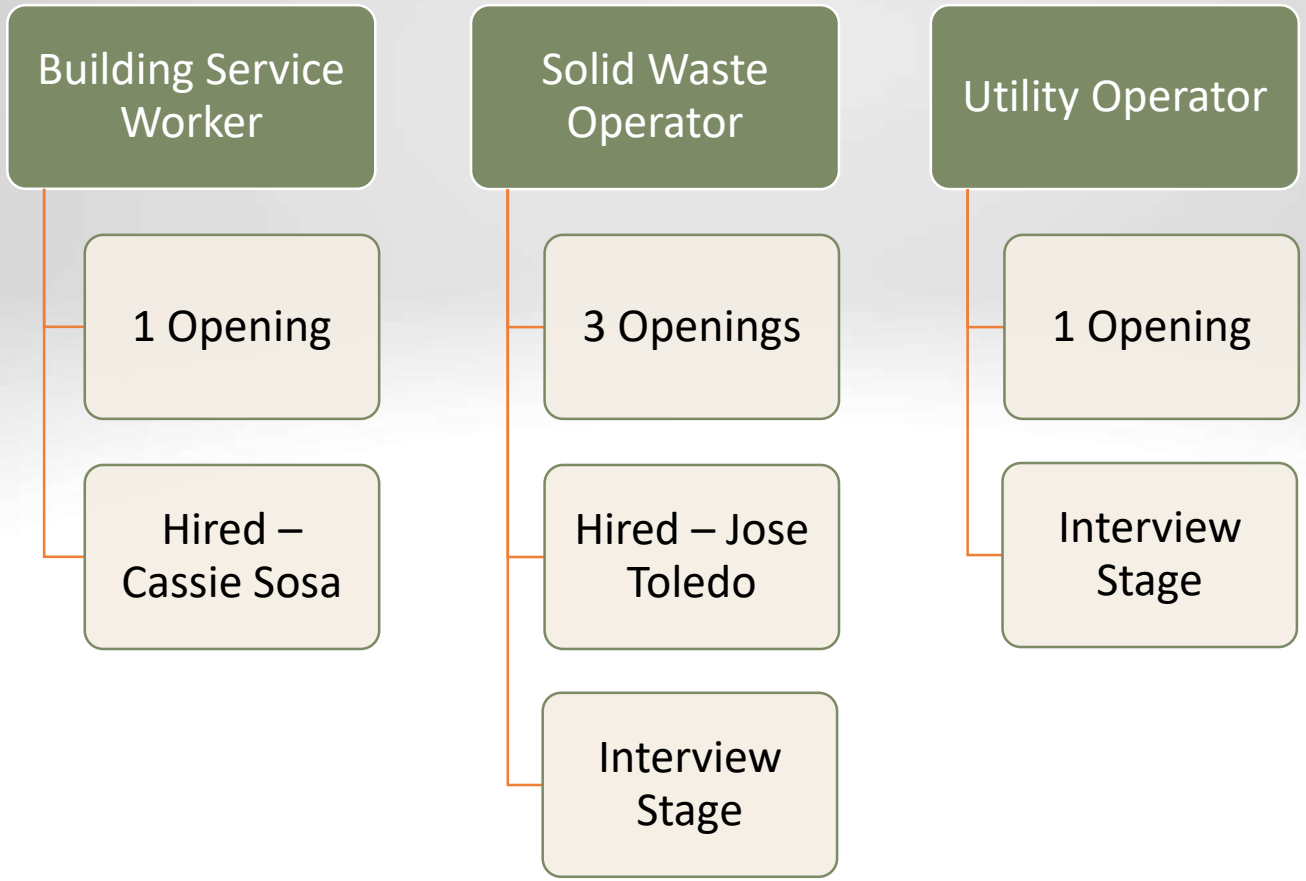
CITY OF Dickinson North Dakota

Public Works

- Water Reclamation Facility Operator
  - 2 Openings
- Water Reclamation Facility Supervisor
  - 1 Opening (Internal Only)
  - Interview Stage

CITY OF Dickinson North Dakota

Public Works



CITY OF Dickinson North Dakota

Public Works

Street Maintenance Operator

- 2 Openings
- Interview Stage

Street Maintenance Foreman

- 2 Openings

Street Maintenance Supervisor

- 1 Opening (Internal Only)
- Promoted – Eric Bruner

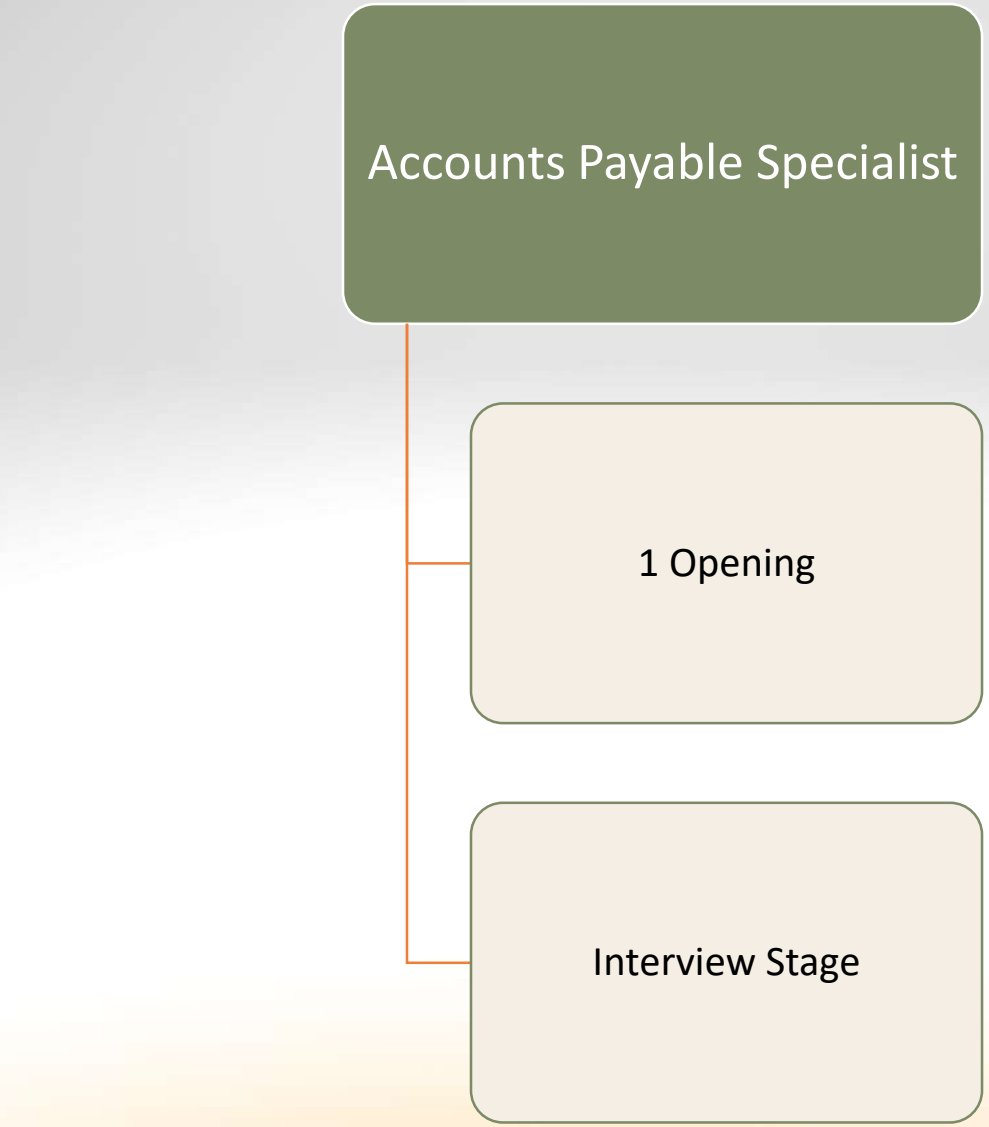
CITY OF Dickinson North Dakota

Engineering/Community Development



CITY OF Dickinson North Dakota

Finance



CITY OF Dickinson North Dakota

Boards/Committees

Civil Service Commission

2 Openings



Questions?

CITY OF Dickinson North Dakota

October 26, 2026

RE: November 3, 2026 Commission Meeting

LANDFILL COMPACTOR PURCHASE AGREEMENT (PW – SW – LANDFILL – COMPACTOR – 2026 PURCHASE)

For your consideration is a purchase agreement with Titan Machinery (Titan) for the purchase of a 2027 Tana H380 landfill compactor. The compactor purchase price is $1,175,900 with a $63,000 trade-in allowance for a net price of $1,112,900.

Evaluation Process
The Request for Proposal (RFP) was published on September 29th, October 6th, and October 13th 2026. A two-envelope method was used to ensure that operational requirements were met prior to viewing the cost of ownership details. The selection criteria for the equipment are the lowest cost of ownership for the city to include the initial net purchase price, anticipated operational cost (i.e. fuel & DEF), preventive maintenance cost, estimated financing, and consumable (wear) parts cost. These costs were extended to the 7-yr operating horizon of the equipment. The responsive bids were from Titan and Swanston Equipment (Swanston)

The bids were opened on October 20, 2026 following the procedure described below and established in the RFP.

1. **Operational qualification.** Envelope No. 1 was reviewed first on a pass/fail basis for the required operational criteria, including machine capability, safety, cold-weather operation, hydrostatic drive, productivity, warranty, and service support. A bidder failing a required criterion does not proceed to cost evaluation unless the City expressly accepts an equal or superior substitute in writing. Other detailed-specification exceptions are evaluated on their merits.

2. **Cost review.** Envelope No. 2 was opened only for qualifying, responsive and responsible bidders. Staff verifies the delivered price, trade-in allowance, bid security, fuel and DEF consumption, maintenance schedule, wear and repair allowances, and mandatory fees. Unsupported productivity or cost estimates may be clarified and adjusted using documented and/or reasonable information applied consistently to bidders.

3. **Total Cost of Ownership comparison.** The RFP adds net purchase price, fuel, DEF, scheduled maintenance, City-paid wear and repairs, mandatory subscriptions, and other required operating costs over seven years. The evaluation spreadsheet also includes financing costs at 5.0%. The rate was provided by the City's finance department. No future salvage or resale credit is included. Any requested best and final offer is evaluated consistently.

Assumptions
The comparison uses diesel at $6.00 per gallon and DEF at $4.00 per gallon, in current dollars without escalation. The current equipment establishes the workload baseline at 1,700-hours annually for the existing Bomag Equipment. The bidders will provide information requested in the RFP or substitute equipment specific information. The finance cost is assumed to be the full net purchase price is financed the 5.0% annual interest with seven equal annual payments.

Analysis
Warranty
Swanston stated that the proposed Bomag will have the same as the existing Bomag at 1,700-hours annually, or 11,900 hours over 7-years. This usage would make the Swanston RFP warranty expire after 5.88-years and leave the equipment with 1.12-years of exposure during the equipment evaluation period. Swanston also listed the equipment as a 2026 model. The 2026 model does not include the winter package, remote side mirrors, standard safety beacon, or real-time blade position sensor.

Titan listed the annual usage of the Tana at 1,500-hours annually, or 10,500-hours at 7-years. The warranty would cover the full 7-years of financing. The difference is due to design efficiencies as presented in Titans operational history of TANA products. An additional extended warranty from Swanston was not inquired about as this would increase the total cost of ownership.

Maintenance
The default maintenance schedule provided by Swanston covered 10,000-hours. As the financing period is 7-years, the schedule was extended to match the expected 11,900-hours of service required based on bidder's information.

Titan provided a maintenance schedule directly from the equipment manufacturer for the 10,500-hours as a bid supplement.

A non-quantified TCoO component was the service time from the bid providers. While Swanston committed to the 4-hour response time from Minot, ND. Whereas Titan has a 1-hour response time from Dickinson. This local support offers significant operational advantages for reduced down-time.

A sensitivity analysis was conducted and the interest rate would have to be greater than 10.5% for the Swanston bid to be a lower evaluated cost. Using the same DEF rate would not meaningfully change the TCoO or recommendation for the Titan bid.

Total Cost of Ownership

The Total Cost of Ownership (TCoO) for the Bomag BC-773 RB is $2,030,009 and the Tana H380 is $1,985,683. This makes the TCoO for the Tana the preferred option. See below in Table 1 for details.

Cost Component	**Swanston Bomag BC-773 RB**	**Titan Tana H380**
Delivered purchase price	$986,086	$1,175,900
Less trade-in allowance	($50,000)	($63,000)
Net purchase price	$936,086	$1,112,900
Financing interest over seven years	$196,333	$233,418
Total principal and interest	$1,132,419	$1,346,318
Fuel over seven years	$571,200	$504,000
DEF over seven years	$19,040	$2,520
Scheduled maintenance allowance	$289,350	$125,845
City-paid wear allowance	$18,000	$7,000
Mandatory subscriptions	Included	Included
Ownership cost including financing	**$2,030,009**	**$1,985,683**

Table 1: Bid TCoO Comparison. Amounts are rounded to nearest dollar. Totals use unrounded values.

The City Attorney has reviewed the contract.

Public Works Staff recommends approval of the purchase of the TANA H380 from Titan Machinery.

ENVELOPE NO. 1 - REQUIRED OPERATIONAL CRITERIA / ACKNOWLEDGMENT

This form shall be completed, signed, and placed in Envelope No. 1. Each criterion below is a Required Operational Criterion and will be evaluated on a PASS/FAIL basis. Failure to meet any criterion will result in Envelope No. 2 remaining sealed unless the City expressly accepts an equal or superior substitution under the bid documents. Detailed Specifications not incorporated into a criterion below are not independently pass/fail, but all deviations shall be disclosed. Envelope No. 1 shall contain no purchase price or cost-of-ownership dollar information. If the City requests a best and final offer, this acknowledgment shall be re-executed before BAFO opening.

[✓] 1. The proposed unit is a new, unused, current-production, commercially proven steel-wheel landfill compactor with an operating weight of not less than 80,000 lb, or an equal or superior configuration expressly accepted by the City.

[✓] 2. The engine is Tier IV Final compliant, and the machine includes a cold-weather starting/heating package and a heavy-duty, high-ambient cooling system suitable for year-round landfill operation in Dickinson, North Dakota.

[✓] 3. The drive system is hydrostatic and suitable for landfill compaction duty featuring continuously variable performance.

[✓] 4. Primary, secondary, and parking braking systems meet or exceed applicable MSHA and OSHA requirements, and the machine includes a backup alarm, rear live-view camera, horn, and warning/work lighting necessary for safe landfill operation.

[✓] 5. Blade controls provide raise, lower, hold, and float functions

[✓] 6. The operator cab is fully enclosed and includes heating, air conditioning, defrosting, and filtered/pressurized cab air or an equivalent positive-pressure filtration system appropriate for landfill operation.

[✓] 7. The proposed machine can perform the City's current landfill compaction workload. The bidder has stated the estimated annual operating hours required to perform the workload currently completed by the City's 2020 Bomag BC772RB-2 in approximately 1,700 hours/year and has provided objective supporting productivity documentation in Envelope No. 1.

[✓] 8. The bidder accepts the required seven (7) year / 10,000 operating-hour total-machine warranty, including the warranty cost responsibilities stated in the bid documents, subject only to expressly listed and City-accepted exceptions.

[✓] 9. The bidder accepts the required four (4) hour service response, the twenty-four (24) hour written repair-plan requirement, and the four (4) calendar-day repair/return-to-service or comparable temporary-replacement requirement, including the applicable liquidated-damage provisions, subject only to expressly listed and City-accepted exceptions.

[✓] 10. The bidder has provided a service and parts-support arrangement capable of meeting the required response commitments and has disclosed the service-facility location, normal and after-hours contacts, parts-availability approach, and any material limitations.

[✓] 10. The bidder has disclosed all mandatory subscriptions, software, special tooling, diagnostic access, dealer-only procedures, and all deviations, substitutions, exceptions, assumptions, and exclusions affecting the proposed equipment or City operation.

[✓] 11. The bidder certifies that Envelope No. 1 contains no purchase price, trade-in allowance, evaluated cost-of-ownership amount, or other dollar pricing information and understands that Envelope No. 2 will remain sealed if any Required Operational Criterion is not met, except for an equal or superior substitution expressly accepted by the City.

Authorized Representative	
Firm	TITAN MACHINERY INC.
Printed Name / Title	Kyle Ryder / Equipment Sales Consultant
Signature	Kyle Ryder
Date	10/20/2026

ENVELOPE NO. 1 - EXCEPTIONS TO REQUIRED OPERATIONAL CRITERIA AND DETAILED SPECIFICATIONS

Place this form in Envelope No. 1. List every operational, technical, warranty, service, delivery, or qualification exception, deviation, substitution, assumption, or exclusion. Clearly identify whether the item affects a Required Operational Criterion or a non-required Detailed Specification. Reference the section and item number. If none, write "NONE." Attach additional pages if required. Do not state purchase price or other dollar cost information on this form.

Section / Item	Exception / Proposed Substitute	Reason / Supporting Information
	None	
	None	
	None	
	None	

KR

BID EVALUATION AND COST-OF-OWNERSHIP METHODOLOGY

Purpose. The revised evaluation is intended to compare qualifying machines on the cost of performing the same City landfill workload, rather than on initial purchase price alone. The City's current 2020 Bomag BC772RB-2 landfill compactor operates approximately 1,700 hours per year. The 1,700-hour annual baseline used throughout these bid documents is based on the operating history of this current Bomag compactor and represents the City's baseline landfill workload for evaluation.

Evaluation Horizon. The cost-of-ownership evaluation will cover seven (7) years of equivalent City workload. The required total-machine warranty is seven (7) years or 10,000 operating hours, whichever occurs first. If a bidder's proposed annual hours would cause the machine to exceed 10,000 hours before the end of the seven-year evaluation horizon, the bidder shall identify all expected City-paid maintenance, repair, and coverage costs for the period after warranty expiration through the end of Year 7.

Equivalent Workload / Productivity. Each bidder shall state the estimated annual operating hours its proposed machine requires to perform the same work currently completed by the City's current 2020 Bomag BC772RB-2 landfill compactor in approximately 1,700 hours per year. The estimate shall be supported by manufacturer data, documented field experience, production studies, comparable landfill references, demonstration results, or other objective information acceptable to the City. The City may adjust unsupported or unreasonable productivity assumptions for evaluation, using the same principles for all bidders.

Evaluation Sequence. The City will use the following mandatory two-envelope sequence:

- 1) At the advertised bid opening, open only Envelope No. 1 and verify that the required Required Operational Criteria acknowledgment, signatures, technical information, warranty/service information, exceptions, and supporting data have been submitted.
- 2) Apply a pass/fail review to the Required Operational Criteria only. Detailed Specifications not incorporated into a Required Operational Criterion will be reviewed for technical suitability and exceptions but will not independently determine pass/fail status.
- 3) Disqualify any bidder that fails a Required Operational Criterion, unless the City expressly accepts in writing an equal or superior substitution under the bid documents. Envelope No. 2 for a disqualified bidder will remain sealed and will not be opened.
- 4) After the Required Operational Criteria review, open Envelope No. 2 only for bidders that pass all Required Operational Criteria and are otherwise responsive and responsible; verify the Proposal, bid security, cost forms, and required cost supporting data, and establish the evaluated annual operating hours for each qualifying machine based on the operational information submitted in Envelope No. 1.
- 5) Review the seven-year evaluated cost of ownership using the City evaluation constants and bidder-supplied cost/consumption data. If the City requests a BAFO, repeat the cost calculation using the BAFO values. The lowest evaluated qualifying cost of ownership will be the intended basis of award.

Evaluated Cost of Ownership (ECO). Unless modified by written addendum before bid opening, the City will calculate:

ECO = Net Purchase Price + Fuel + DEF + Scheduled Maintenance + City-Paid Wear/Repair + Mandatory Fees/Subscriptions + Other Required Operating Costs

No salvage value or resale credit will be included. Trade-in allowance for the City's existing unit will be deducted from the initial equipment price as shown on the Proposal form.

City Evaluation Constants.

Evaluation Constant	Value
Baseline operating hours - City's current 2020 Bomag BC772RB-2	1,700 hours/year
Evaluation term	7 years
Baseline workload equivalent - current Bomag basis	11,900 operating hours over 7 years
Diesel evaluation baseline price	$6.00 / gallon
DEF evaluation baseline price	$4.00 / gallon

Operating Cost Rules.

- Fuel cost will be calculated from evaluated annual operating hours x bidder-stated fuel consumption (gal/hr) x the fixed City diesel evaluation baseline price x seven years. The bidder shall not substitute its own diesel unit price.
- DEF cost will be calculated from evaluated annual operating hours x bidder-stated DEF consumption (gal/hr) x the fixed City DEF evaluation baseline price x seven years. The bidder shall not substitute its own DEF unit price.

- Scheduled maintenance cost will include labor, fluids, filters, parts, travel, and other costs required by the manufacturer maintenance schedule that are paid by the City. Bidder shall provide interval-by-interval costs or a guaranteed total.
- City-paid wear and repair cost shall include all expected costs not covered by the proposed warranty. The City may compare bidder estimates to the City's actual repair experience with its current 2020 Bomag BC772RB-2 landfill compactor operating approximately 1,700 hours/year and normalize that experience to the evaluated annual hours of the proposed machine.
- Any mandatory telematics, software, subscriptions, licenses, special tooling, diagnostic access, or required service agreements that the City must purchase shall be included.
- Costs shall be stated in current dollars without escalation unless the City establishes a common escalation factor by addendum.
- Any cost item left blank may be treated as included in the purchase price or assigned a reasonable City estimate for evaluation if the omission would otherwise prevent an apples-to-apples comparison.

Productivity Verification. The City may request a demonstration, reference checks, production records, or other verification of bidder-stated operating hours. A bidder shall disclose the material assumptions behind its productivity estimate, including waste type, operating conditions, blade usage, travel distance, slope, compaction passes, and operator assumptions to the extent relevant.

SPECIFICATIONS OF WARRANTY COVERAGE

1. Warranty shall be a TOTAL MACHINE WARRANTY covering all parts and components. Ordinary wear items expressly identified by the bidder may be excluded; all exclusions shall be listed in writing with the bid.
2. The successful bidder shall be responsible for the total cost of all warrantable repairs, including parts, labor, freight, travel, mileage, diagnostic time, and authorized outside repairs, for seven (7) years or 10,000 operating hours, whichever occurs first, beginning at City acceptance. Warranty coverage shall not be conditioned on the City purchasing maintenance labor from the dealer if the City performs maintenance in accordance with manufacturer requirements.
3. The City will be responsible for routine consumables and ordinary wear items expressly excluded from warranty and for damage caused by abuse, accident, or use outside manufacturer recommendations.
4. All mileage, zone, travel, freight, and similar charges associated with warrantable service shall be included in the warranty and shall not be charged to the City.
5. The City will maintain the compactor in accordance with the manufacturer's published recommendations. The bidder shall identify any maintenance condition that is required to preserve warranty coverage.
6. The successful bidder shall perform manufacturer-required major periodic inspections and adjustments that are part of the warranty program or specifically required by the bidder, with all bidder-required inspection labor/travel costs included in the bid unless clearly identified on the cost-of-ownership form.
7. The successful bidder may inspect the compactor during normal City working hours and make written recommendations for repairs, adjustments, maintenance, or operating practices.
8. Warranty requirements stated in the Detailed Specifications and accepted bidder documents are incorporated into the contract. If there is a conflict, the City bid requirement controls unless expressly modified in the written award.
9. If repair must be performed at a dealer or manufacturer service site, transportation to and from the repair location shall be at the bidder's cost for warrantable repairs. The City may authorize another qualified repair provider when needed to restore service; costs for warrantable work shall be reimbursed by the successful bidder when mutually agreed or when the bidder cannot meet the required response/repair timeline.
10. Service response shall not exceed four (4) hours after City notification. "Response" means a qualified service representative is on-site performing diagnostics and/or testing. The bidder shall state its normal and after-hours service contacts in the bid. The bidder shall pay $100 in liquidated damages upon expiration of the 4-hr initial response time and shall pay $100 at the beginning of each successive 24-hour period.
11. If the equipment cannot be repaired within twenty-four (24) hours following the required service response, the successful bidder shall provide the City with a written repair plan identifying the problem, required repairs, anticipated parts availability, and estimated return-to-service date.
12. Immediately upon expiration of the 24-hour repair-plan period, liquidated damages of $250 shall be assessed for the first 24-hour period. An additional $250 shall be assessed at the beginning of each successive 24-hour period until an acceptable written repair plan is provided to the City.
13. The target repair plan turnaround is two (2) working days. If a warrantable failure leaves the compactor unavailable for City use and the bidder has not restored the unit to service or provided a comparable temporary replacement at no cost within four (4) working days after notice, the bidder shall pay the City liquidated damages of $500 per calendar day for each additional day of unavailability.

14a. The successful bidder shall complete required repairs and return the equipment to full operational service within four (4) calendar days following the initial service response. If the equipment is not returned to full operational service within the four (4) calendar-day period, liquidated damages of $500 shall be assessed immediately upon expiration of the four-day period for the first additional 24-hour period. An additional $500 shall be assessed at the beginning of each successive 24-hour period that the equipment remains out of service until the repair is completed and the equipment is returned to full operational service and accepted by the City. For purposes of this requirement, "returned to full operational service" means that the equipment has been repaired, tested as necessary, and is available to perform its intended landfill operations without restrictions resulting from the repair.

14b. The City may, in its sole discretion, waive or reduce any liquidated damages assessed under these Bid Documents. In determining whether a waiver or reduction is appropriate, the City may consider the circumstances causing the delay, the bidder's efforts to minimize downtime, availability of parts or technical support, conditions beyond the bidder's reasonable control, and the overall impact to City operations. Any waiver or reduction of liquidated damages must be approved by the City in writing. A waiver in one instance shall not constitute a waiver of the City's right to assess liquidated damages for any other or subsequent occurrence.

15. If the City sells, leases, trades, or otherwise disposes of the equipment, the bidder shall identify whether any remaining warranty is transferable and any conditions or fees associated with transfer.
16. Warranty claims, service records, parts orders, response times, and downtime dates shall be documented sufficiently to administer the warranty and liquidated-damage provisions.

DETAILED SPECIFICATIONS

GENERAL INFORMATION

All equipment and installation by the successful bidder shall be complete and ready for operation. The owner shall provide only routine fuel, DEF, lubricants, and consumables unless otherwise stated. All items shall be priced complete, including customary manufacturer/dealer standard equipment. The successful bidder is responsible for all coordination required for installation, dealer-mounted components, setup, calibration, delivery, and final acceptance. Any component manufacturer or supplier required for the machine to function shall be identified. No additional monetary amount will be allowed after award for items reasonably required to provide a complete operational machine. For Envelope No. 1, only the Required Operational Criteria listed in the Required Operational Criteria / Pass-Fail Acknowledgment are automatic pass/fail conditions. All Detailed Specifications shall still be completed, and any NO response or deviation shall be disclosed and explained; however, a deviation from a non-required Detailed Specification will not by itself disqualify the bidder or prevent Envelope No. 2 from being opened.

Detailed Equipment Specifications

Requirement / Specification
The steel-wheel landfill compactor shall be the City of Dickinson's intended landfill compactor type and shall be new, unused, current production, and commercially proven. Accessories not specifically listed but necessary for normal compactor operation shall be included. Yes
Non-proprietary or broadly serviceable components shall be used where reasonably available; bidder shall identify proprietary service tools, software, passwords, or subscriptions required for routine City maintenance or diagnostics. Yes

Operational Requirements

Requirement / Specification
Minimum unit operating weight shall be not less than 80,000 lb. Yes / 90,000 lbs.
Oil sampling valves or dedicated sampling ports shall be provided for engine, transmission/drive, and hydraulic systems. Yes
Bidder shall state the estimated annual operating hours required for the proposed machine to perform the same City workload currently completed by the City's current 2020 Bomag BC772RB-2 landfill compactor in approximately 1,700 hours/year and shall provide supporting productivity documentation. Yes

Engine

Requirement / Specification
Engine shall be designed and built by the compactor manufacturer or be a manufacturer-approved integrated engine and shall be Tier IV Final compliant. Yes
Engine air cleaner shall be dual-element dry type with an in-cab service indicator. Yes
Fuel system shall have a water separator. Yes
Electrical system shall be 24-volt with a minimum 115-amp alternator. Yes
Heavy-duty electric starter. Yes
Dual 12-volt maintenance-free batteries, minimum 950 CCA per battery. Yes
Electrical disconnect switch. Yes
Cold-weather starting package including engine coolant heater (minimum 1,000-watt block type or equivalent), engine inlet-air heater where applicable, transmission/filter bypass provisions as applicable, and fan-pump bypass or equivalent cold-weather starting features. Yes
Electric fuel priming pump. Yes

Drive Train

Requirement / Specification
Drive system shall be hydrostatic with each wheel driven by its own independent system, using hydraulic piston pumps with separate filtration and oil cooling. Yes
Continuously variable performance, forward & reverse. Yes

Cooling System

Requirement / Specification
High-ambient, heavy-duty cooling system is required. A modular multiple-tube radiator/core system is preferred and shall provide adequate capacity for landfill duty. Yes
Radiator/core construction shall provide serviceable, replaceable sections or an equivalent maintainable design, with suitable fin density for landfill debris conditions. Yes
Machine shall have a coolant recovery tank. Yes
Radiator and other cooling cores shall be heavy-duty, high-ambient, swing-out/open-access, or otherwise readily accessible for cleaning. Yes
Radiator shall have a sight gauge or equivalent easy coolant-level check. Yes

Hydraulic System

Requirement / Specification
Hydraulic system shall be fully filtered and completely sealed. Yes
Hydraulic tank shall include a 120-volt heater or equivalent cold-weather hydraulic heating system. Yes
Machine shall have a hydraulic oil cooler. Yes
Blade control shall be adjustable and single-lever/joystick controlled, hydraulically operating all blade functions including raise, lower, hold, and float. Yes

Brakes

Requirement / Specification
Parking brake shall be suitable to hold the machine on steep landfill grades within manufacturer limits. Yes
Machine shall have an audible alarm and warning light to alert the operator to service-brake pressure or system loss. Yes
Brake systems shall meet or exceed applicable MSHA and OSHA requirements for primary, secondary, and parking braking. Yes

Operator Compartment

Requirement / Specification
Cab shall include factory-installed air conditioning, heater, and defroster. Cab air shall be fully filtered and pressurized or use an equivalent positive-pressure filtration system appropriate for landfill operation. Yes
Cab shall be fully enclosed and sound-suppressed, with interior noise level not to exceed 75 dBA under the manufacturer's stated test condition. Yes
Sun visor for front window. Yes
Adjustable armrests on left and right. Yes
Rubber floor mats or equivalent heavy-duty cleanable floor covering. Yes
AM/FM/USB/MP3 or current equivalent radio/audio system. Yes
24-volt to 12-volt converter rated at a minimum 20 amps continuous for City radio, wired through a dedicated circuit breaker. Yes
Cab-mounted LED low-profile warning strobe light. Yes
Joystick steering or equivalent low-effort steering control adjustable to operator position. Yes
Padded adjustable wrist rest or equivalent ergonomic support. Yes
Windshield wipers with washer delivery for front and rear windows, with intermittent front-wiper function. Yes
Lighting package including at least two front work lights, two front-mounted flood lights, two rear-mounted work lights, and cab dome light; exterior work lights shall be LED or current equivalent high-efficiency technology. Yes
Monitoring system shall provide gauges/display, tachometer/speedometer, and multi-level warning for applicable conditions including parking brake, brake-oil pressure, charging system, hydraulic oil level/pressure, engine oil pressure, parking brake system pressure, coolant temperature, primary steering/oil pressure, and fuel level, or equivalent electronic monitoring of these functions. Yes
Rear live-view backup camera system. Yes

Requirement / Specification	
Backup alarm.	Yes
Full heated exterior mirror package.	Yes
Full interior mirror package.	Yes
Wide-opening or sliding side windows, left and right, rubber-mounted or equivalently isolated and safety tinted.	Yes
Window-cleaning platform or safe access arrangement.	Yes
Electric horn.	Yes
One 10-lb ABC fire extinguisher mounted in the cab or on the exterior platform in a convenient protected location.	Yes

Serviceability / Environmental

Requirement / Specification	
Engine and hydraulic oil systems shall include sample ports or convenient means for uncontaminated oil sampling.	Yes
Ecology drains or equivalent closed/controlled drains shall be provided for clean fluid drainage and spill minimization.	Yes
Daily service points, filters, fluid checks, and routine maintenance locations shall be safely accessible from ground level or from protected access platforms where practical.	Yes
Bidder shall identify all special service tooling, laptop software, passwords, interface hardware, subscriptions, or dealer-only procedures required for routine diagnosis and maintenance.	Yes

Trade-In

The City of Dickinson intends to trade one 2020 Bomag BC772RB-2 landfill compactor. The trade-in unit may be inspected at the Solid Waste Landfill located at 3880 Lehigh Road/Drive, Dickinson, North Dakota, during normal working hours by appointment. Bidder shall state a firm trade-in allowance on the Proposal form and identify any inspection or condition assumptions.

TANA
NORTH AMERICA
A HUMDINGER EQUIPMENT, LTD. COMPANY
Authorized North American Distributor

CUSTOMER

Tana North America
P.O. Box 64865
Lubbock, Texas, 79464

What is the TANA Extended Service Protection Plan? TANA Extended Service Protection Plan (ESPP) is a purchased extended coverage plan for New or Used equipment manufactured by TANA Equipment.

TANA ESPP

Quick Reference Guide

Landfill Compactors/Shredders

Plan Basics & Options

- ✓ Provides coverage against defects. in materials and/or workmanship beyond the standard warranty period.
- ✓ Available for all TANA models that meet the program criteria
- ✓ Coverage is transferable.
- ✓ No Inspection Report Required

Coverage Type

- Powertrain (PT)
- Premier
- Travel, Time & Mileage (TTM)

New Coverage

- Eligibility: Still within standard warranty
- Terms: 24 – 72 months (Includes base warranty)
- Hours: 1,500 – 10,000 total hrs.
- $0 Deductible

Used Coverage

- Coverage for machines retailed outside of the standard or extended coverage periods.
- Eligibility: up to 7 yrs. old and up to 7,000 current hours
- Availability: at time of retail sale or while in dealer's fleet
- $0 Deductible
- No Inspection Report
- No Oil Analysis if less 5,000 hrs.

Coverage, Claims & Reimbursement

- **Powertrain:** Covers the engine and all internal lubricated components within, Transmission, Axles and Hydrostatics.
- **Premier:** Covers the same components under powertrain, plus hydraulic, electrical and select structural components as noted on the TANA Master Parts Schedule.
- **Repairs/Claims:** Repairs must be performed by an authorized TANA & Cummins dealers using genuine OEM parts. Dealer submits claims via the EPG website www.epgins.com or through Cummins.

TANA ESPP Program Administrators:

EPG Insurance, Inc.
United States (US Dealers)
Phone: 1-866-408-2881
Email: sales@epgins.com

Protection Point Service Plans Inc.
Canada (Canadian Dealers)
Phone: 1-888-952-5511
Email: warranty@protectionpoint.ca

Tana North America
United States (Cummins)
Phone: 1-888-999-4909

REFGUIDE Rev. 02.20.2024 This literature is descriptive only. The precise protection afforded is subject to the terms, conditions and exclusions of the plan as issued. Program may be changed or cancelled without notice.

EXTENDED SERVICE PROTECTION PLAN - MASTER PARTS SCHEDULE
ENGINE COVERED BY CUMMINS EXTENDED SERVICE PLANS
LANDFILL COMPACTOR
NEW & USED EQUIPMENT

POWERTRAIN COVERAGE			
ENGINE - CUMMINS COVERAGE INCLUDES ENGINE AND AFTERTREATMENT AS LISTED			
		Starter & Starter Solenoid	2 Year Limit
Electronic Control Modules (ECM)		Turbocharger / VGT Actuator	3 Year Limit
Thermostat		Fuel Injection Pumps & Injectors	3 Year Limit
Timing/Accessory Gears		Lift/Transfer Pump	3 Year Limit
Timing Chain/Belt		Rocker Arm & Shaft Assembly	3 Year Limit
Oil Cooler		Water Pump	3 Year Limit
Oil Pump & Pan Group		AFTERTREATMENT PARTS	
Cylinder Block & Cylinder Head		Aftertreatment Differential Pressure Sensor Body & Mounting Hardware & Bracket	
Crankshaft including Main & Rod Bearings		Aftertreatment Fuel Pressure Sensor O-Ring & Body	
Piston & Connnecting Rod		Aftertreatment Temperature Sensor Connector	
Piston Pins and Rings		Aftertreatment /Exhaust Gas Temperature Sensor Body	
Camshaft & Camshaft Bearings		Aftertreatment Wiring Pigtail	
Inlet/Exhaust Valves		SCR/DPF Temperature Sensor Interface Module Mounting Hardware	
Push Rod & Balancer		DPF Termperature Sensor Module	
Manifolds, Intake & Exhaust		SCR Temperature Sensor Module	
Valve Cover & Base/Valve Spring & Guide		Aftertreatment Injector and Fuel Lines	
Flywheel		Aftertreatment Fuel Return Line & Supply Line	
Senders/Solenoids/Sensors		Catalytic Convertor Particulate Filter (DOC & DPF)	
EGR System including cooler & manifold		Decomposition Tube	
Air Lines & Pipes		Aftertreatment Diesel Exhaust Fluid Dosing Valve	
Aftercooler		Aftertreatment Selective Catalyst Reduction (SCR) Catalyst	
Engine Oil Filter Base		NH3 Sensor Module & Probe	
Engine Air Filter Housing		Aftertreatment Inlet & Outlet Nox Sensors	
		Aftertreatment Soot Sensor	
Transmission & Hydrostatic Drive Train		**Engine Related Non Engine OEM Parts**	
Final Drive Gear Oil Pump & Oil Cooler		Fan & Fan Hub	
Gear Oil Lines		Fan Motor	
Gear Oil Filter Base		Exhaust Piping	
Hydrostatic Drive Pumps & Drive Motors		Fuel Tank & Fuel Hoses and Lines	
Hydrostatic Charge Pump		Senders/Solenoids/Sensors	
Final Drive Gear Box Inluding Gears & Shafts		Mounts & Supports	
Final Drive Gear Box Brake System		Charge Air Cooler	
Hydraulic Pumps		Engine Coolant Cooler	
Hydraulic Motors		Fuel Cooler	
Hydraulic Valves		Flex Coupler & Accessories	
Hydraulic Accumulators		Coolant Hoses & Lines	
Hydraulic Lines			
Hydraulic Hoses		**Steering, Blade, & Implement Control**	
Hydraulic Tank			
Hydraulic Oil Filter Base		Electronic Controls - Implement & Steering	
Hydraulic Swivel		Joysticks - Implement & Directional Control	
Hydraulic Oil Temp Sensor		Grease System including hoses	
Hydraulic Oil Cooler		Directional Control Valve	
		Actuators, Controllers, and Sensors (Drive Function Only)	

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EXTENDED SERVICE PROTECTION PLAN - MASTER PARTS SCHEDULE
ENGINE COVERED BY CUMMINS EXTENDED SERVICE PLANS
LANDFILL COMPACTOR
NEW & USED EQUIPMENT

PREMIER COMPONENTS COVERED			
Engine Related Non Engine OEM Parts		**Hydraulic**	
Exhaust Muffler		Compensator Valve	
Coolant & Water Lines		Cylinders Including pins and retainers	
Oil Hoses & Lines			
Diesel and Electric Pre Heaters (Cold Start Enrichment Systems)		**Electronics**	
		Grade Control & Other GPS Technology	
Factory Installed Heat and Air Conditioning		Control Systems including ProTrack, Display, Control Modules	
		Traction Control System	
AC Compressor/Condenser		Protection Devices & Alarms	
AC Dryer		Speed Sensors	
AC Evaporator/Heater Core		Sensors	
AC Expansion Valve		Wiring Harnesses	
Coolant & Water Lines		Horn & Lights	
AC Hoses			
AC Seals & Gaskets		**Structures & Mainframe**	
Temperature Control Programmers, Valves, & Sensors			
AC Filter Housing System		Frame & Blade	
		Frame Components	
Cab		Articulation Joint (Structure)	
		Hoods & Mounting Parts	
Control System Housings and Mounting Parts		Drums - non wear related failures	
Seat			
Gauges/Indicators/Instruments		**Starting / Charging**	
Mechanical locking devices			
Wiring Harnesses/Switches		Alternator	
Relays/Circuit Breakers		Battery Cables	
Fuse/Circuit Breaker Panel		Master Power Switch	
Camera Systems		Main Power Relay	
		Regulator	

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TANA H SERIES LANDFILL COMPACTOR STANDARD WARRANTY TERMS

TANA _____ S/N _____ WARRANTIED HOURS 4,000 OR WARRANTIED TWO (2) YEARS

Tana North America, Ltd. (Tana) hereby warrants those products sold by the company are free from defects in terms of raw materials and workmanship.

1. Warranty periods

Warranty period starts from the date of commissioning, however, no more than six (6) months after delivered from the factory, if not approved by TANA. Standard warranty period for new landfill compactors is twenty-four (24) months or 4,000 hours, whichever comes first. Extended warranty periods are stated above in hours and years, whichever comes first.

2. TANA responsibilities

If a defect in material or workmanship is found during the warranty period, Tana will, during normal working hours and at a place of business of TANA or a TANA dealer or other source approved by TANA

a) Provide (at Tana's choice) new, approved remanufactured, or Tana approved repaired parts or assembled components needed to correct the defect. A new or approved rebuilt part used to repair a Covered Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.
b) Provide reasonable and customary labor needed to correct the defect during normal business days and hours.
c) Provide reasonable travel expense to and from the site of failure.
d) Replace the oil, filters, coolant liquid and other consumables made unusable by the Covered Failure.
e) Product coverages during the warranty period

i.	Powertrain includes engine, hydrostatic pumps/motors/gearboxes	2 Year / 4,000 Hours
ii.	Electronics, Hydraulics, Wire Harnesses, A/C & Heating, and Cooler Pack	2 Year / 4,000 Hours
iii.	Structures	2 Year / 4,000 Hours
iv.	Full width drum teeth wear warranty – See Appendix A	Prorated 10,000 Hours
v.	Wire or Cable Wrap Warranty – see Appendix B	10,000 Hours
vi.	Protrack Connection Fees	Included in warranty period
vii.	Engine & Aftertreatment system – Standard Terms	2 Year / 2,000 Hours
viii.	Engine & Aftertreatment system – Engine Mfg. Extended Terms Dictate Coverage	Above 2,000 Hours Terms

These Extended Warranty Terms (Terms) for the Aftertreatment System include Parts, Labor and Travel.

These Terms covers failures of the following Aftertreatment Assembly which result, under normal use and service, from a defect in material or factory workmanship (Covered Failure):

Aftertreatment Differential Pressure Sensor Body	Aftertreatment Fuel Supply Line
Aftertreatment Differential Pressure Sensor Body Mounting Hardware	Catalytic Convertor Particulate Filter
Aftertreatment Fuel Pressure Sensor O-Ring	Aftertreatment Differential Pressure Sensor Bracket
Aftertreatment Fuel Pressure Sensor Body	Decomposition Tube
Aftertreatment Temperature Sensor Connector	Aftertreatment Diesel Exhaust Fluid Dosing Unit
Aftertreatment / Exhaust Gas Temperature Sensor Body	Aftertreatment Diesel Exhaust Fluid Dosing Valve
Aftertreatment Wiring Pigtail	Aftertreatment Selective Catalyst Reduction (SCR) Catalyst
SCR/DPF Temperature Sensor Interface Module Mounting Hardware	NH3 Sensor Module
DPF Temperature Sensor Module	NH3 Sensor Probe
SCR Temperature Sensor Module	NOx Sensor Probe
Aftertreatment Injector and Fuel Lines	NOx Sensor Module
Aftertreatment Fuel Return Line	Aftertreatment Soot Sensor

These Terms begin at the expiration of the Base Engine Warranty period applicable to the Engine. Warranty ends at the time or hours specified on the accompanying Certificate, whichever occurs first, ***AS MEASURED FROM THE BASE ENGINE WARRANTY START DATE****.*

3. Customer responsibilities

The customer is responsible for:

a) Operating the equipment exclusively within its rated capacity and handle the machine with care and following promptly all instructions given in operation and maintenance manuals, current maintenance check lists, by machine's control system, and by TANA and/or TANA's dealer.
b) Performance of required maintenance and items replaced due to normal wear and tear. Customer is responsible for providing proof that all required maintenance has been performed.
c) Using only original spare and maintenance parts delivered by TANA and using only authorized TANA service contractor on maintenance and repairs.
d) Making machine available for dealer's inspection and oil sampling at 1,000 operating hours or as requested.
e) Giving timely notice of a warrantable failure and promptly making the machine available for repair.
f) Use all reasonable means to protect the Equipment from further damage when a Failure occurs.
g) Allowing TANA and TANA's local dealer access to all electronically stored data and assist TANA, TANA's dealer or TANA authorized service contractor in online-troubleshooting.
h) Carrying all other cost not stated under TANA responsibilities including carrying all local taxes if applicable.
i) DEF tank damage caused by vent line plugging.
j) Cost to investigate complaints unless the problem is caused by a defect in TANA's material or workmanship.
k) Maintain an active TANA SMART SITE system, including connection, during the whole warranty period.
l) Consumables including, but not limit to, preventative maintenance kits, oils, filters, coolant, grease, fuel, DEF Fluid, anti-freeze, drum fluids, batteries, lights, glass, all hoses, all belts, all rubber components, debris guard covers, wiper blades, steering bumpers, and fuses.
m) Wear items, including, but not limited to, drum cone, drum teeth, drum scraper bars, drums scraper bar parts, wire cutters, belts, cylinder seal kits, cylinder rods, cylinder bearings, and rubber steering stops.
n) Articulation joint parts are considered wear items; therefore, are not covered under warranty except for a problem caused by a defect in TANA's material or workmanship.
o) Engines with an emissions certification of EPA Tier 4 Interim/Final/Stage V must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the engine "Fuel Bulletin #3379001 Table 1" (Engine Required Diesel Fuel Specifications) can damage engine and aftertreatment system within a short period of time. This damage could cause the engine to become inoperable and failures attributable to the use of incorrect fluids will be denied warranty coverage. Fuel specifications also need to comply with local fuel regulations (ASTM D975 for North America) for warranty eligibility.
p) Before the expiration of these Terms, Customer must notify Tana or a Tana distributor, authorized dealer or other repair location approved by Tana of any Covered Failure and make the Unit available for repair by such facility. Customer is also responsible for delivering the Engine to the repair facility and for all associated towing or travel charges.
q) Customer is also responsible for delivering the Engine to the repair facility and for all associated towing or travel charges if necessary.
r) Communication expenses, meals, lodging, rentals and similar costs incurred as a result of a Covered Failure.
s) Indirect repairs, "downtime" expenses, cargo damage, fines, passenger delays, all applicable taxes, all business costs and other losses resulting from a Covered Failure.
t) Completing daily and routine maintenance as describe in the operations and maintenance manuals of Tana and the engine manufacturer extended warranty coverage. Documentation for daily and routine maintenance must be maintained and provided to Tana within thirty (30) days of the service.
u) Pay for travel expenses associated with the repair of the Equipment while under an extended coverage plan, unless the Plan specifies otherwise on the Summary Page.
v) Approve exploratory dismantling of the Equipment if necessary to diagnosis a Failure, and pay all charges for exploratory dismantling if, as a result of such dismantling, Tana determines that there has not been a Failure within the scope of the Plan.

Neglect in any of the customer responsibilities may lead to void or limitation of warranty.

4. Limitations

TANA is not responsible for

a) Any incidental or consequential damages or losses. Incidental or consequential damages include, but are not limited to, lost contracts, lost income, fines, theft, fire, vandalism or collisions involving the covered equipment. Tana specifically hereby excludes any implied warranties of merchantability and fitness for a particular purpose.
b) Tana neither offers nor provides to the Customer any warranty, expressed or implied, for any component, or other item relating to the Equipment, that is separately warranted by such part's manufacturer.
c) Impact of foreign objects, vandalism or fire.
d) Natural wear and tear, corrosion or contamination.
e) Failures that have resulted from overheating or freezing.
f) Failures resulting from the use of parts not supplied by Tana or an authorized parts supplier.
g) Failures caused by incorrect oil, fuel, diesel exhaust fluids or by water, dirt, or other contaminants in the fuel, oil or DEF systems.
h) Failures resulting from any use or installation that TANA considers improper.
i) The Plan does not provide coverage for any Failure to any part reasonably believed to be caused by or resulting from the failure of a part not listed on the Master Parts Schedule, including any resulting damage to a listed part.
j) The Plan does not provide coverage for any and all Failures due to pre-existing conditions or any and all Failures that occurred prior to the Plan Term.

k) The Plan shall not cover Equipment with respect to Failures due to:
   i. failure to follow the recommended adjustments or maintenance as described in the applicable manufacturer's operation manual, failure to properly maintain the Equipment, improper use of the Equipment, operation of the Equipment beyond its rated capacity, operating conditions, or specifications, non-compliance with instructions provided by the manufacturer to prevent such Failure;
   ii. misuse, deterioration due to improper storage, weathering, abuse or neglect, neglect of service, neglect of alarms; including, but not limited to, operation without adequate coolant or lubricants, adjustments to the fuel system outside the Equipment manufacturer's specifications, illegal or improper speeding/over speeding/racing, improper starting, warm-up, or shutdown practices, use of incorrect or contaminated fuel, oil or other fluids, or continued operation of impaired Equipment.
   iii. physical damage, fraud, collision, accident, road hazard, vandalism, riot, theft, flood, fire, war, or acts of God.

l) failures resulting from improper repair, use of parts that are not authorized by Tana, or genuine authorized remanufactured parts;
m) failures arising from the use of attachments unless the Plan states otherwise;
n) the cost of removing optional equipment or attachments including, but not limited to, loaders, duals, and tanks, unless the Plan states otherwise;
o) the cost of normal maintenance services including, but not limited to, checks, adjustments, shimming, engine tune-ups, replacement of fuses, engine fuel system cleaning, replacing filters, cleaning, setting, or replacement of components due to fuel contamination, normal wear and/or low pressure, or repair of corrosion, decay and deterioration.
p) Failures resulting from customer's delay in making the product available, for repair, after being notified of a potential product problem.
q) Failures resulting from unauthorized modifications or alterations to the Unit or adjustments that substantially alter the Unit's operating characteristics. Failures, other than those resulting from defects in material or factory workmanship, are not covered by these terms.
r) Damage caused by debris, abuse, neglect of service, or neglect of alarms. Alarms not being cured while operating the unit, including, but not limited to temperature alarms, low fluid alarms, and low-pressure alarms.
s) Failure to observe the operating, maintenance and special instructions.
t) Failure of customer to properly clean cooling system.
u) Parts, which can be repaired or corrected with minimum action including, but not limited to, changing seals, tightening or adjustments.
v) Starters and alternators have coverage for the first two years or 2,000 hours, whichever occurs first.
w) Engine blowby is not covered under these terms unless caused by a covered failure.

The Plan does not cover:

a) normal maintenance parts and service including, but not limited to, breathers, external O-rings and bonded washers, loose fittings and connections, chaffed or rubbed hydraulic hoses or wiring harnesses, lubricated joints, pins and bushings, replenishment of oils, lubricants, coolants, and filters; however, lubricants, filters, and coolants may qualify for Tana payment request under the Plan if they require replacement as a direct result of a covered Failure;
b) the replacement of parts, items and accessories not fully functional due to normal wear and tear;
c) costs for coolant, fuel, or lube oil analysis, or supplies and lab recommendations relating thereto;
d) Customer comfort items including, but not limited to weather stripping, carpets and floor mats, paint, decals, mirrors, glass, interior/exterior moldings, covers and panels, knobs for switches and handles, exterior/interior door/panel latches, hinges and struts, radios/cd/mp3 players, and seats, unless otherwise listed on the Master Parts Schedule;
e) repairs related exclusively to noise, such as, but not limited to, rattles and squeaks;
f) Equipment, parts or components covered by an OEM, repair facility or other warranty, extended warranty, extended service plan, field campaign, service letter, or recall policy;
g) travel costs associated with transporting Equipment to and from the location of repair, unless the Plan specifies otherwise on the Summary Page including, but not limited to towing from the working face of the landfill;
h) charges for labor performed other than by an Authorized Repair Facility;
i) repairs subsequent to, or in connection with, unauthorized modification of, or "field fixes" to, the Equipment;
j) costs for overtime labor charges or out-of-shop expenses without prior written authorization of the Tana;
k) economic loss, including, but not limited to, lost profits or cost of Equipment rental;
l) the cost of cleaning the Equipment in preparation for a repair;
m) loss or damage of the Equipment during shipment; Damage and wear caused by off trash transportation of unit. If unit is transferred to and from a workshop area, it must be on a soft road that allows a minimum of two (2) inch of tooth penetration.
n) Tana payment requests involving Equipment damaged in transit or handling and subsequently sold as "salvage" Equipment;
o) items used for repairs, including, but not limited to, solvents, cleaners, anti-seize lubricants, oil-dry, special tools, shop towels, or other shop supplies;
p) Tana payment requests in respect of a complete assembly, if the combined cost of parts and labor to repair the assembly are 70% or less than the replacement cost of the entire assembly, other than with the prior written authorization of Tana;
q) Tana payment requests in respect of the inspection or reconditioning of the Equipment;
r) any duplicate, repeat, or comeback repair resulting from improper diagnosis, testing, or poor service work within sixty (60) days after a covered Failure;
s) diagnosis, except according to published OEM labor time schedules or as deemed reasonable by Tana. The repairing dealer is responsible for properly diagnosing eligible Failures using a qualified, factory trained technician, fully utilizing the resources available to them from the OEM;
t) repairs to remanufactured fuel injection pumps (as such pumps must be replaced);
u) ensuing loss arising from a Failure, including, without limitation, such loss caused by fire, oil or water/coolant;

v) Failure due to tampering with, adjustments or additions of components to, unauthorized setting changes, or replacements for the Equipment, when such actions could contribute to increasing the published horsepower rating of any engine-powered Equipment;
w) repairs beyond those required to correct a Failure, or parts/items replaced solely at the Customer's preference.

5. **Other Terms**

- Tana reserves the right to interrogate Electronic Control Module (ECM) and Tana Control System (TCS) data for purposes of failure analysis.
- Fees paid for these Terms are not refundable.
- Coverage purchase must be documented on a Tana Warranty Certificate. The Certificate must be signed and dated by the Customer.

Except for the applicable standard warranty, the warranty set forth herein is the sole warranty made by Tana. Tana makes no other warranties, express or implied, or of merchantability or fitness for a particular purpose.

The warranty claim must be submitted in writing within 30 days from the correction of the fault or repair. Tana is not obliged to process warranty claims submitted later than the said 30 days. By doing this, the party otherwise entitled to compensation shall waive its right to appeal to the warranty, due to demonstrated passivity. All faulty and damaged parts shall be kept for six (6) months by the customer or distributor. The parts shall be delivered to Tana on request, carriage prepaid. The carriage for any parts returned on Tana request shall be reimbursed in the case of a warrantable failure.

These terms of warranty replace all previous explicit or other commercial warranties based on established practices including any guarantees for machine applicability for (a) special purpose(s). The compensation on the basis of this warranty is limited to only the cost of materials, as specified herein. Tana is not responsible for any consequential damages or losses.

Customer name:_____ Date: _____ Customer email:_____

Customer phone:_____ Signature:_____

APPENDIX A

PRO-RATED TIP WEAR LIFE GUARANTEE

10,000 HRS OR FIVE (5) YEARS

TANA H_____S/N _____

Tana North America, Ltd (Tana) hereby warrants that the Tana H-Series compactor twin drum big foot tooth will last 10,000 operational hours. The warranty period is either the number of years stated above, or the number of hours operated, whichever occurs first. The warranty is valid for the first owner (hereafter the Customer) of the machine only. The warranty period starts from the date of start-up inspection at the first customer. Any liability whatsoever to any party other than the first customer is expressly disclaimed. The warranty is only valid for those machines for which both the Delivery Inspection & Commissioning Report and the Warranty Service Report at the initial 50 operating hours' service have been duly filled in and returned to Tana, within 30 days of Tana providing the same to Customer. The warranty period of the parts changed during the warranty period of the machine shall finish at the end of the warranty period of the machine itself.

- If a tooth is worn to a height of 4" from the top of the drum surface, **Tana shall:**
    - Provide a new tooth, resurface, or add a tooth cap to correct the fault.
    - Pay customary freight expenses to the address of the authorized representative, excluding custom or other tax- like charges.
    - Pay reasonable costs of labor required for dismantling and fitting of the replacement part during normal working hours.

The Customer shall be responsible for:

- The transport and transfer costs of the machine to designated work area.
- Any other costs not mentioned in the Tana responsibilities.
- Pay the price of the parts and labor to install the new tooth, resurface, or added tooth cap adjusted down by the percentage of hours the unit has incurred. (i.e., If a tooth cost $100 for parts and labor and it needs replaced at 4,000 hours, the customer would pay $40 (4,000/10,000*$100) for the new tooth)
- The payment of all local taxes.
- The immediate notification of such fault covered by the warranty.

Tana cannot and shall not be held liable for faults, which have resulted from:

- Improper use of the machine, negligence and/or incorrect repair work undertaken by the Customer.
- Impact of foreign objects, vandalism or fire.
- Failure to observe the operating, maintenance and special instructions.
- Any parts or components manufactured or supplied by third parties or damage caused by such parts or components to the compactor.

APPENDIX B

WIRE OR CABLE WRAP STRUCTURE WARRANTY
10,000 HRS OR 5 YEARS
TANA H_____S/N_____

Tana North America, Ltd (Tana) hereby warrants the following for a period of five (5) years or 10,000 hours, whichever occurs first:

1. Wheel/Drum Inner Drum
2. Wheel/Drum Side Wall (Inner Cone)
3. Welds attaching Cones to Drums
4. Axle Structure

This warranty guarantees repair or entire replacement of any listed component damaged by wire, cable or other foreign debris trapped between the drums and the frame of the compactor. Exercise of this warranty and its extent by Tana North America, Ltd., or its representative shall be at the discretion of Tana North America, Ltd. All expenditures made to exercise this warranty are the responsibility of Tana North America, Ltd. excluding consequential damages, lost production, etc.

The Customer shall be responsible for:

- The transport and transfer costs of the machine to designated work area.
- Any other costs not mentioned in the Tana responsibilities.
- The payment of all local taxes.
- The immediate notification of such fault covered by the warranty.

Tana cannot and shall not be held liable for faults, which have resulted from:

- Improper use of the machine, negligence and/or incorrect repair work undertaken by the Customer.
- Natural wear, corrosion or contamination.
- Impact of foreign objects, vandalism or fire.
- Failure to observe the operating, maintenance and special instructions.
- Any parts or components manufactured or supplied by third parties or damage caused by such parts or components to the compactor.

Kyle Ryder

From: Charlie Cleveland <charlie@humdingerequipment.com>
Sent: Tuesday, June 30, 2026 11:01 AM
To: Kyle Ryder
Subject: Tana compactors
Attachments: Dickinson ND.xlsx; LIFE CYCLE COST-Dickinson ND.pdf; TANA Compactor Brochure.pdf

Kyle

Can you forward this information

Links:
Waste Connections: https://www.dropbox.com/scl/fi/y9k6v9ycktanj4uqkr5j1/Tana-BallardWaste_Connections_Eastern_Region_video_V1.mp4?rlkey=p5rmgepb8qce4zf08mikrxn43&st=u2a3eqfp&dl=0

Coastal Regional: https://www.dropbox.com/scl/fi/fh27v01unbtyhm3vbcmoy/Tana_Darden_v2_no-subs-1.mp4?rlkey=472tkg7p6szw1zd3kpy373v90&st=jfcfi0tl&dl=0

St. Mary Parish Louisiana: https://www.dropbox.com/scl/fi/lpzg8njyxcut7x9etr9fh/Tana-LeBouef-St-Landry-Parish_video_subtitled.mp4?rlkey=ms3wsy9m3xvbcbgxs6ol3lbqi&st=gdwtf9l5&dl=0

Charlie Cleveland
National Accounts Manager, Humdinger Equipment
Phone: 806.928.9737
Email: Charlie@humdingerequipment.com
3202 Clovis Road Lubbock, TX 79415

HUMDINGER EQUIPMENT™
DESIGNED TO IMPROVE YOUR BOTTOM LINE

TANA
NORTH AMERICA

KR

Kyle Ryder

From: Charlie Cleveland <charlie@humdingerequipment.com>
Sent: Wednesday, July 1, 2026 7:48 AM
To: Kyle Ryder
Subject: Sheridan WY contacts

Kyle

Here are the contacts for Sheridan WY landfill. They have ran the Tana 380 for last 4 years and will be a great place to visit

Brandon Weiher 307-674-8461

Peter Brooks 307-674-8461

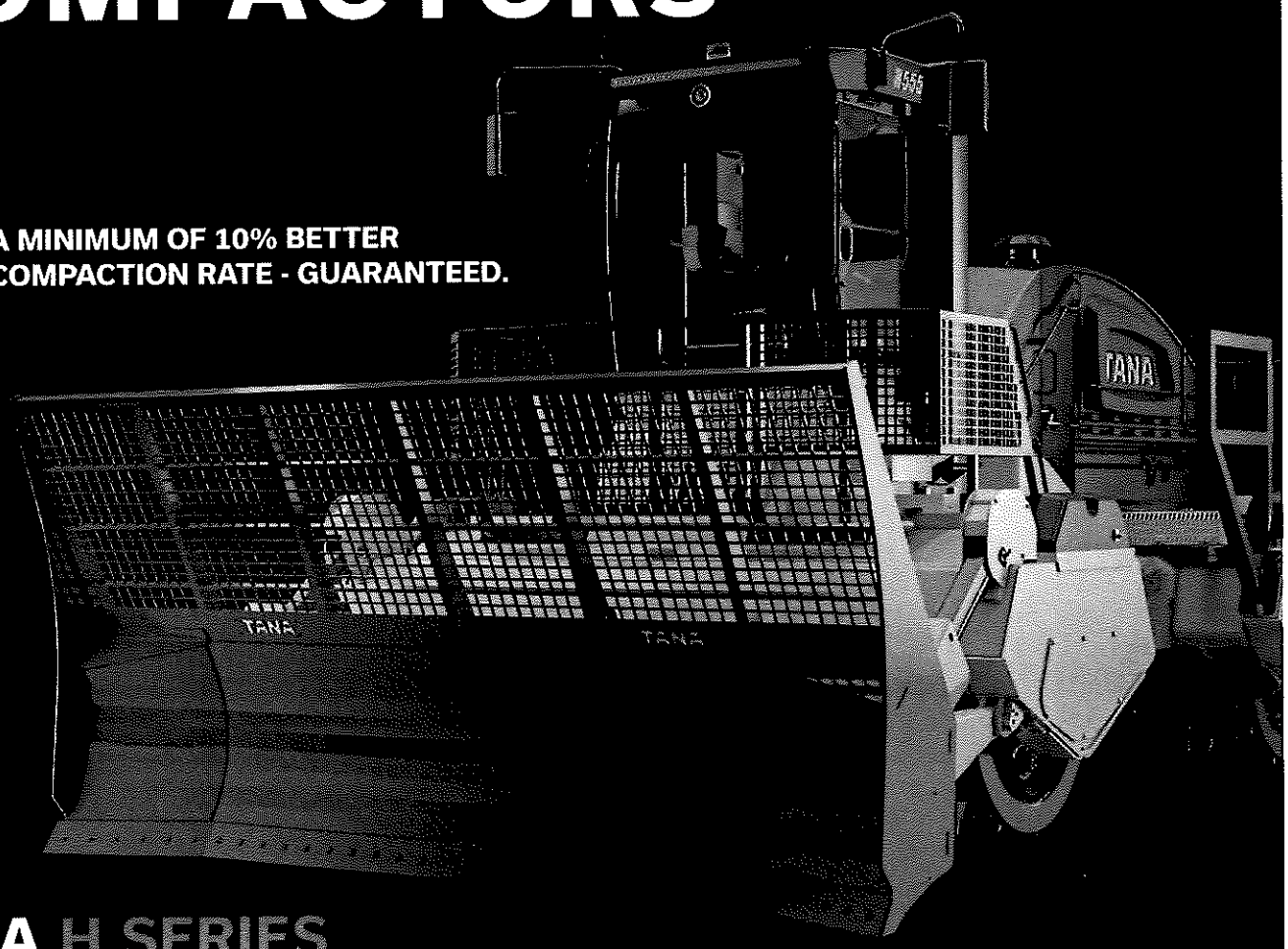
Charlie Cleveland
National Accounts Manager, Humdinger Equipment
Phone: 806.928.9737
Email: Charlie@humdingerequipment.com
3202 Clovis Road Lubbock, TX 79415

HUMDINGER EQUIPMENT™
DESIGNED TO IMPROVE YOUR BOTTOM LINE

TANA
NORTH AMERICA

TANA

LANDFILL COMPACTORS



A MINIMUM OF 10% BETTER COMPACTION RATE - GUARANTEED.

TANA H SERIES

THE MOST PRODUCTIVE COMPACTORS ON THE MARKET

Unique design

Twin drums: **Fewer passes, smooth and dense surface**

Rigid frame: **Best crushing force**

Crushing teeth: **Size, shape and number optimized to achieve maximum compaction**

TANA ProTrack: **To maximize uptime and reduce cost**

TANA
North America

GUARANTEE: A MINIMUM OF 10% BETTER COMPACTION RATE COMPARED TO ANY OTHER BRAND.

HOW WE GUARANTEE IT

BENEFITS OF TANA COMPACTORS

Improves profits through increased revenues and / or reduced expenses

- Greatly extends the life of the landfill
- Improves all vehicle cycle time in and around tipping area
- Reduces amount of leachate created
- Reduces landslides and cave-ins
- 40-60% less cover soil required because of even surface
- Greatly reduces risk of fire
- Reduced chassis damage to all vehicles on site - smooth compacted surface
- Rated to operate on up to 2:1 slopes

ROLLER COMPACTION (TRC) METHOD

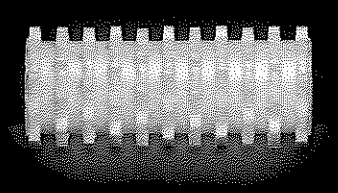
- Two full-width passes creating uniform compaction
- Maximum capacity tons per hour
- Excellent traction with no loss of compaction force
- Smooth, level surface
- High spots get maximum force applied while blade does not dig in
- No cabin swing or weight shift
- 160 to 220 cleats per compactor maximizing crushing force
- Even load spreading providing maximum compaction
- 28 to 40 scraper bars keep drums clean and 8 wire cutters eliminate wrapping

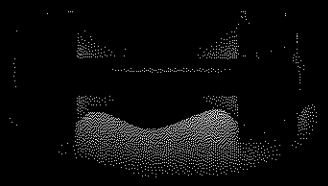
TWIN DRUMS PROVIDE FULL WIDTH

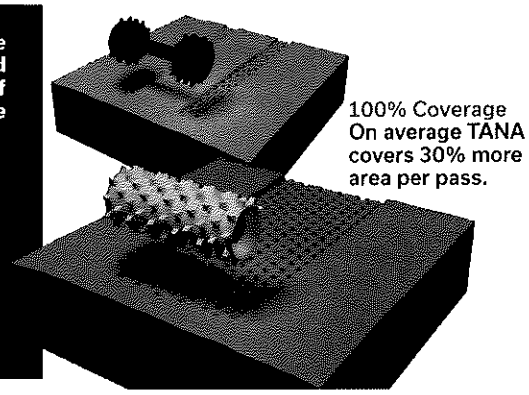
Compaction and even surface

- Reduces waste blow-out created by wheeled compactors
- Compaction achieved quicker because operator does not have to go over and over and over the mounds often creating more problems in the process
- Maximum compaction is achieved in less time
- 15-25% more waste compacted per sq. yard with the twin drum technology
- 30-40% less time to compact area results in savings of fuel, labor, and service

The weight of a TANA landfill compactor is optimally distributed into the waste through the rigid frame construction, the two full-width drums, and the crushing teeth. A traditional four-wheeler extrudes large amounts of waste from the middle and the sides, which means more passes for the same compaction level, and thus lower efficiency.







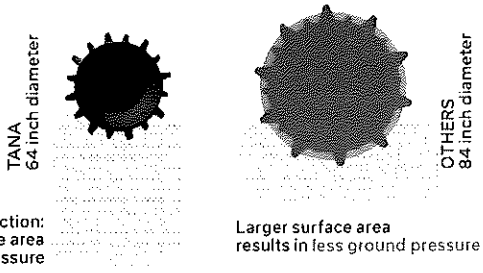
100% Coverage
On average TANA covers 30% more area per pass.

Highest ground clearance of any compactor.
Easy to operate on a rough terrain.



Safe design without belly pans: no debris accumulation to cause any fire hazards.

GROUND PRESSURE



Four wheel compaction:
Smaller surface area
results in more ground pressure

Larger surface area
results in less ground pressure

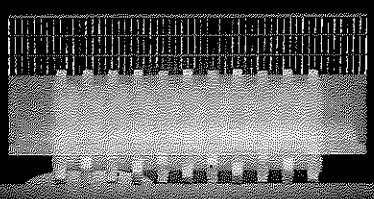
Only 25 % of the compactor's total weight optimized to level the bumps. The result: uneven compaction.

A TANA compactor's rigid frame maximizes the weight distribution of compaction into an area with uneven bumps.

Crushing force is always

50%

of the total compactor weight and blade stays even and does not dig in



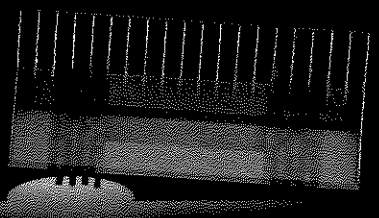
50 % of the compactor's total weight is optimized for leveling any bumps. The result: high compaction efficiency with a smooth surface.

A traditional four-wheeler compactor with an oscillating frame loses its compaction force in uneven areas.

Crushing force is never more than

25%

of the total compactor weight and blade tip gouges the waste



BETTER COMPACTION - BETTER PROFIT

REDUCED FUEL CONSUMPTION

More efficient and faster operation means lower fuel consumption. Several tests have proved that a TANA compactor can outperform the competitors by a 15-45 % savings in fuel consumption.

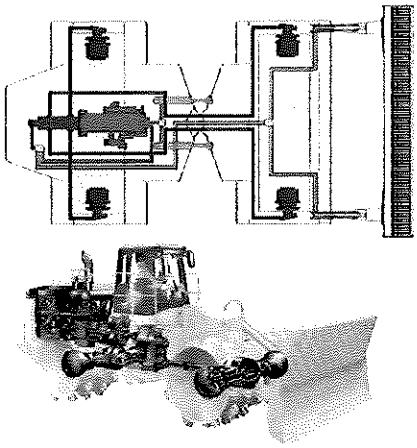
TOOTH PENETRATIONS
per foot of travel

TANA provides the most tooth penetrations per foot of machine travel in each weight class. Penetrations per foot range from 12.75 to 17.50 depending on model. This is a good indicator of a landfill compactor's ability to compact trash.

TANA'S HYDROSTATIC SYSTEM VS. POWER SHIFT TRANSMISSION

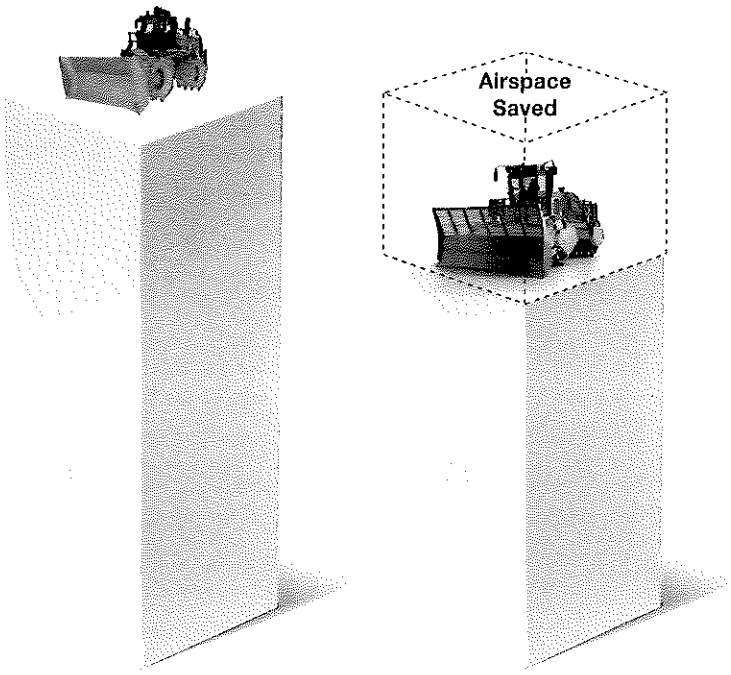
TANA design:
- Two Pumps
- 2, 3, or 4 Final Drives & Motors

TANA's design eliminates:
- Torque converter
- Power shift transmission
- Transfer gearbox
- Drive shafts & universal joints
- 2 differentials
- Disc brakes (service)
- Complicated control systems
- Clutch pedal & clutch
- Brake pedal & controllers



INCREASE IN PROFITS
BETTER AIRSPACE MANAGEMENT

Landfilling remains an important part of the waste management process. Optimizing the incoming waste streams and their handling at the site leads to an efficient process and increased profits. The more waste that can be landfilled at a specific site in the densest possible layers, the longer it can remain operational and generate income for the owner.



EFFICIENCY

The maximization of air space management on a landfill site depends on the general operation efficiency and the compaction.

It has been proven that evenly compacted waste mass settles more evenly. A smooth compaction surface yields less pockets and unseen soft spots, dramatically reducing the amount of cover material/soil required. As a result, the overall operation costs are reduced and the lifetime of the landfill may be stretched considerably.

LOWER USE OF COVER SOIL

A TANA compactor's better compaction rate with a smoother surface reduces the use of cover soil up to 60 %.

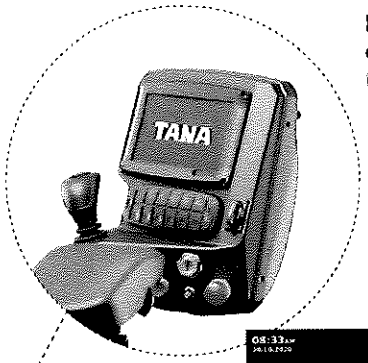
COMFORT AND SAFETY

Improved comfort in the cab with adjustable seat, plenty of legroom and easy access. Air-condition and the low noise levels makes operating even more comfortable.

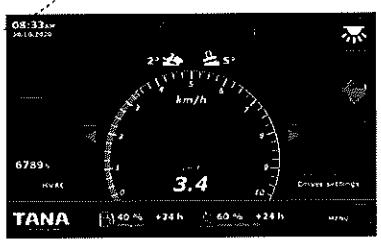
Increased safety thanks to superior visibility with rear view mirrors and back-up camera systems.

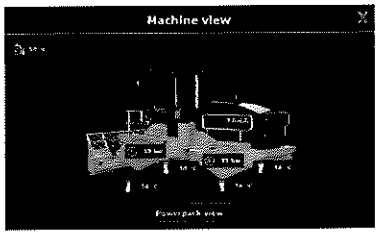
Cabin features e.g.:

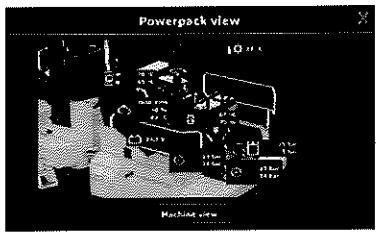
- Bigger in size
- Larger doorways
- Better visibility
- Quieter driver environment
- New seat, armrests, & joysticks for better ergonomics
- New TCS display & user interface
- New HVAC: more cooling & heating capacity, better airflow
- Improved cabin filtration
- New LED lights
- New options: cooled lunch box, seat with A/C & heating, additional camera options, electric cabin pre-heater, Webasto cabin heater

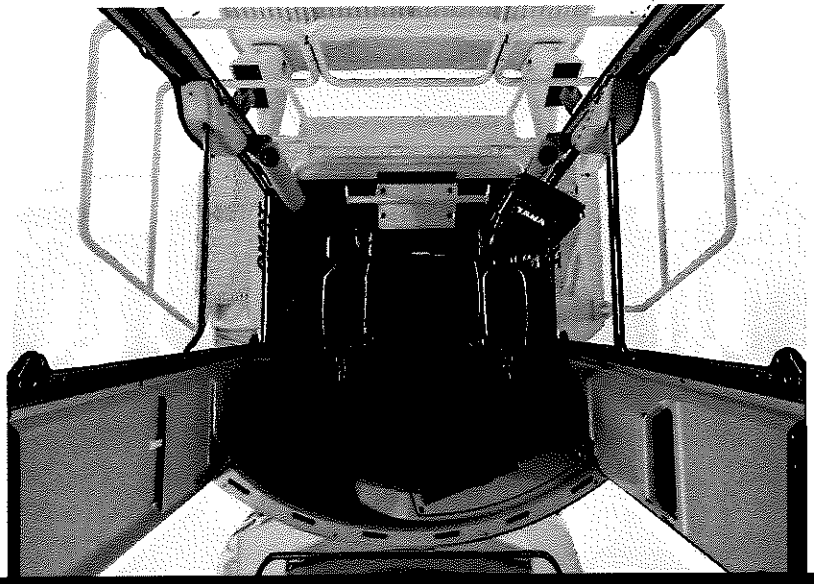


High resolution color touch screen for easy operation.

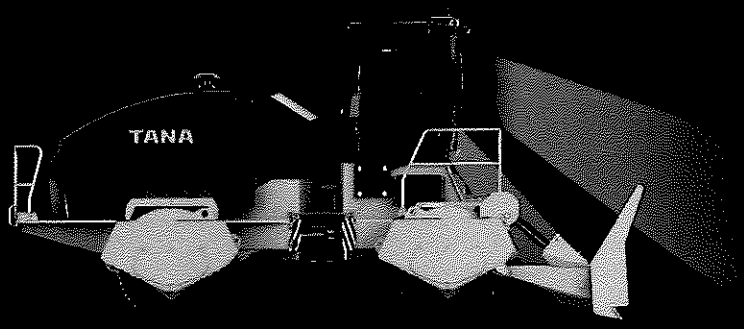




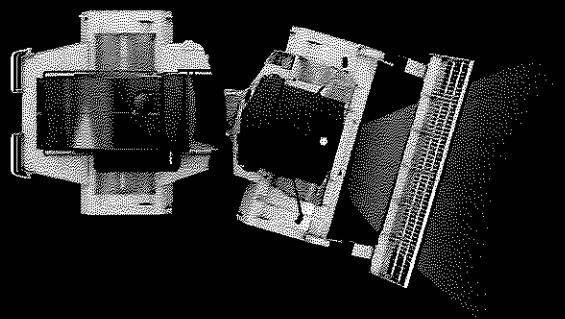




Cab forward design makes it easy to operate the compactor



Blade visibility is the BEST on the market



OPERATIONAL FEATURES

- Joysticks integrated to the operator's seat
- Automatic HVAC control
- Option for additional LED working light bars
- Triple-laminated, safety glass all around
- Air-suspended seat
- Intermittent front and rear windshield wipers
- Pressurized cabin
- Replaceable cabin air filters
- Emergency exit, lockable door

COMFORT FEATURES

- Cup holder, shelf, and lockers
- Roll-down sun visor
- AM/FM radio CD player / MP3 unit
- Charging port for mobile phone recharge
- Heater and A/C unit

SMART FEATURES

- The easy-to-use TANA Control System (TCS) LCD panel informs the operator of all machine functions
- TANA ProTrack' remote management system
- 2 driving modes (SMART & POWER) and 2 driving speeds (TURTLE & RABBIT)

SERVICE & MAINTENANCE

Locally Stocked Inventory

- Dealer Network and Local Service
- Providers Stock Inventory
- On-site parts container available upon customer request

North American Dealership Network

- Humdinger has a strong dealership and local service provider network offering quick response times
- With the use of TANA ProTrack' we can often diagnose problems without having to take a trip to your landfill
- Our service process is designed to maximize uptime and keep costs low

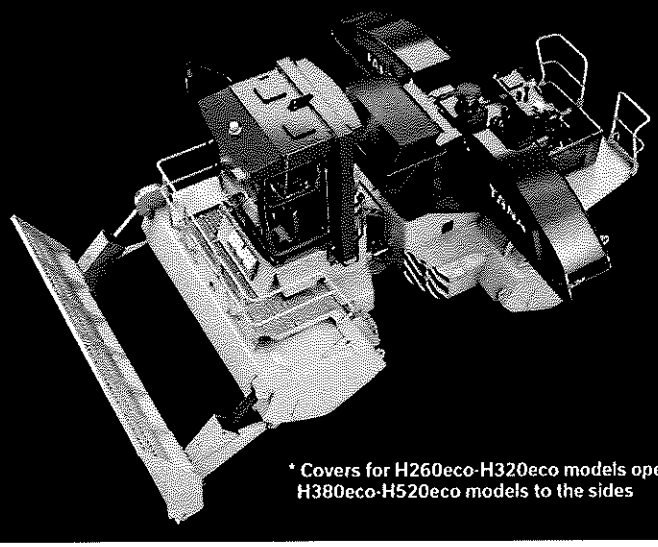
Designated Service Technician

- Humdinger Equipment assigns each compactor to a service manager who monitors the machine daily
- Our service team has a daily meeting to assure each issue is being addressed
- 24/7 technical support number (844) 365-5394

TANA CONTAINER STOCK



Stores all critical parts close to your operation.



- **Easy access for maintenance**
- **Safe walk-around design**
- **Well guarded and shielded from debris**

* Covers for H260eco-H320eco models open from the top, H380eco-H520eco models to the sides

MANAGE YOUR OPERATIONS WITH REAL-TIME DATA

TOOLS FOR GATHERING INFORMATION

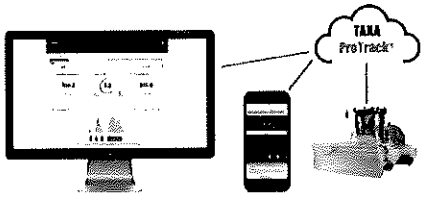
TANA ProTrack®
ENSURES HIGH UPTIME

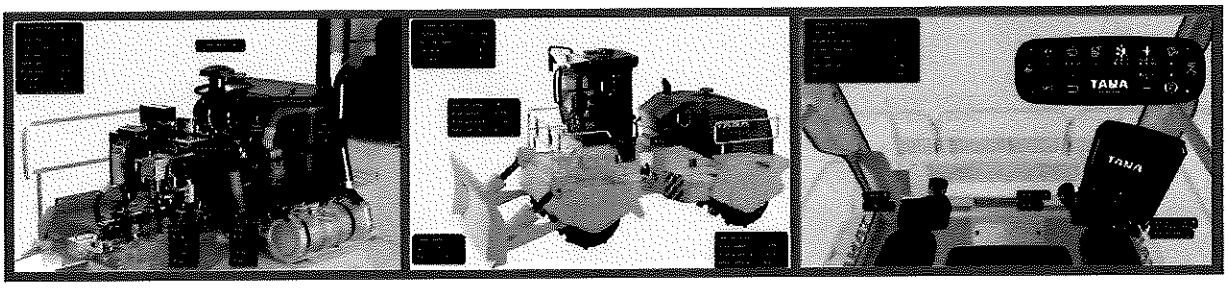
TANA ProTrack' is the ultimate information management tool for receiving monthly reports and for providing real time remote access to the machine.

The tool provides valuable information by automatically tracking the working hours and work loads. It also collects data on the compactor's operational costs, like the fuel consumption.

TANA ProTrack' improves your business by maintaining a high uptime. It does this by providing automatic notifications on service intervals and by informing about critical alarms.

The remote access on TANA ProTrack' provides fault codes and detailed data on alarms to help your local service partner and Tana troubleshoot the problem.





GPS

- Reduces operating cost
- Assure high compaction rates
- Record placement zones of hazard materials and structures such as gas wells
- Proximity warnings between machines
- Connections for GPS are standard

TANA Control System (TCS)

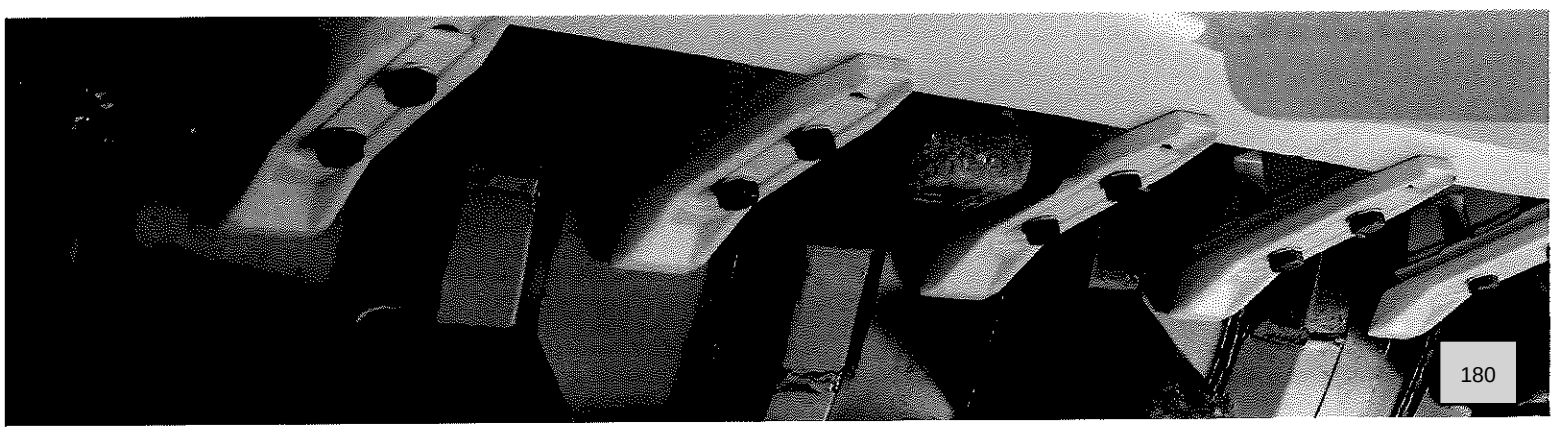
The TANA Control System (TCS) monitors and controls all system functions. While TANA ProTrack' grants access to view the machine status and operations remotely – TCS is designed for local use as a tool for the operator.



TECHNICAL SPECIFICATIONS

GENERAL SPESIFICATIONS	H260eco	H320eco	H380eco	H450eco	H555eco
Operating Weights	57,250-66,000 lbs (25,975-29,946 kg)	71,750-73,500 lbs (32,554-33,348 kg)	85,000-91,000 lbs (38,566-41,289 kg)	100,250-109,000 lbs (45,485-49,456 kg)	115,500-124,250 lbs (52,405-56,375 kg)
Total Length	27 ft, 1 in (8,260 mm)	27 ft, 1 in (8,260 mm)	30 ft, 6 in (9,260 mm)	31 ft, 2 in (9,510 mm)	31 ft, 2 in (9,510 mm)
Total Width	12 ft (3,660 mm)	12 ft (3,660 mm)	14 ft, 9 in (4,500 mm)	16 ft, 3 in (4,950 mm)	16 ft, 3 in(4,950 mm)
Total Height	14 ft, 6 in (4,410 mm)	14 ft, 6 in (4,410 mm)	14 ft, 6 in (4,410 mm)	14 ft, 6 in (4,410 mm)	14 ft, 6 in (4,410 mm)
Wheel Base	13 ft, 3 in (4,050 mm)	13 ft, 3 in (4,050 mm)	13 ft, 4 in (4,060 mm)	13 ft, 4 in (4,060 mm)	13 ft, 4 in (4,060 mm)
Ground Clearance	2 ft, 9 in (840 mm)	2 ft, 9 in (840 mm)	2 ft, 9 in (840 mm)	2 ft, 9 in (840 mm)	2 ft, 9 in (840 mm)
Length Without Dozer Blade	22 ft, 1 in (6,730 mm)	22 ft, 1 in (6,730 mm)	24 ft, 6 in (7,460 mm)	24 ft, 6 in (7,460 mm)	24 ft, 6 in (7,460 mm)
Width Without Dozer Blade	10 ft, 8 in (3,250 mm)	10 ft, 8 in (3,250 mm)	14 ft, 5 in (4,390 mm)	14 ft, 5 in (4,390 mm)	14 ft, 5 in (4,390 mm)
Inside Turning Radius	12 ft, 9 in (3,880 mm)	12 ft, 9 in (3,880 mm)	10 ft, 10 in (3,310 mm)	10 ft, 10 in (3,310 mm)	10 ft, 10 in (3,310 mm)
Driving Speed Ranges	0-2.5 mph (0-4 km/h) / 0-6.2 mph (0-10 km/h)	0-2.5 mph (0-4 km/h) / 0-6.2 mph (0-10 km/h)	0-2.5 mph (0-4 km/h) / 0-6.2 mph (0-10 km/h)	0-2.5 mph (0-4 km/h) / 0-6.2 mph (0-10 km/h)	0-2.5 mph (0-4 km/h) / 0-6.2 mph (0-10 km/h)
Max. crushing Force	33,000 lbs (147 kN)	36,750 lbs (164 kN)	45,500 lbs (203 kN)	54,500 lbs (243 kN)	62,125 lbs (277 kN)
COMPACTION DRUMS	FRONT / REAR DRUM	FRONT / REAR DRUM	FRONT / REAR DRUM	FRONT / REAR DRUM	FRONT / REAR DRUM
Crushing / Compaction Width	8 ft, 9 in (2,660 mm) / 8 ft, 9 in (2,660 mm)	8 ft, 9 in (2,660 mm) / 8 ft, 9 in (2,660 mm)	8 ft, 9 in (2,660 mm) / 12 ft, 6 in (3,800 mm)	12 ft, 6 in (3,800 mm) / 12 ft, 6 in (3,800 mm)	12 ft, 6 in (3,800 mm) / 12 ft, 6 in (3,800 mm)
Diameter	5 ft, 4 in (1,620 mm)	5 ft, 4 in (1,620 mm)	5 ft, 4 in (1,620 mm)	5 ft, 4 in (1,620 mm)	5 ft, 4 in (1,620 mm)
No. of Teeth	160 pcs	160 pcs	190 pcs	220 pcs	220 pcs
Height of Teeth	8 inches (200 mm)	8 in (200 mm)	8 in (200 mm)	8 in (200 mm)	8 inches (200 mm)
No. of Scapers Bars (Front/Rear)	14/14 pcs	14/14 pcs	14/20 pcs	20/20 pcs	20/20 pcs
No. of Wirecutters (Front/Rear)	4/4 pcs	4/4 pcs	4/4 pcs	4/4 pcs	4/4 pcs
DOZER BLADE	TANA straight blade, trash screen, reversible cutting edges	TANA straight blade, trash screen, reversible cutting edges	TANA straight blade, trash screen, reversible cutting edges	TANA straight blade, trash screen, reversible cutting edges	TANA straight blade, trash screen, reversible cutting edges
Width	144 in (3,660 mm)	144 in (3,660 mm)	177 in (4,508 mm)	197 in (5,000 mm)	197 in (5,000 mm)
Height	77 in (1,955 mm)	77 in (1,955 mm)	77 in (1,955 mm)	93 in (2,360 mm)	93 in (2,360 mm)
Movement Above Ground Level	4 ft, 2 in (1,270 mm)	4 ft, 2 in (1,270 mm)	4 ft, 2 in (1,260 mm)	4 ft, 3 in (1,290 mm)	4 ft, 3 in (1,290 mm)
Movement Below Ground Level	6 in (150 mm)	6 in (150 mm)	6 in (150 mm)	6 in (150 mm)	6 in (150 mm)
POWER PACK					
Engine	Cummins L9-C365	Cummins L9-C365	Cummins X15-C535	Cummins X15-C535	Cummins X15-C535
Power Rating (SAE J1995)	365 bhp (272kW)@2,100 rpm	365 bhp (272kW)@2,100 rpm	535 bhp (399 kW)@2,100 rpm	535 bhp (399 kW)@2,100 rpm	535 bhp (399 kW)@2,100rpm
Maximum power	365 bhp (272kW)@2,100 rpm	365 bhp (272kW)@2,100 rpm	580 bhp (433 kW)@1,800 rpm	580 bhp (433 kW)@1,800 rpm	580 bhp (433 kW)@1,800 rpm
Maximum torque	1,151 lb-ft (1,561 Nm) @1,400 rpm	1,151 lb-ft (1,561 Nm) @1,400 rpm	1,950 lb-ft (2,644 Nm)@1,400 rpm	1,950 lb-ft (2,644 Nm)@1,400 rpm	1,950 lb-ft (2,644 Nm)@1,400 rpm
Displacement	8.9 L	8.9 L	15 L	15 L	15 L
Engine Data	Six cylinder, turbocharger and aftercooler, liquid cooled, EU Stage V/U.S. EPA Tier 4(f)	Six cylinder, turbocharger and aftercooler, liquid cooled, EU Stage V/U S. EPA Tier 4(f)	Six cylinder, turbocharger and aftercooler, liquid cooled, EU Stage V/U S. EPA Tier 4(f)	Six cylinder, turbocharger and aftercooler, liquid cooled, EU Stage V/U.S. EPA Tier 4(f)	Six cylinder, turbocharger and aftercooler, liquid cooled, EU Stage V/U S. EPA Tier 4(f)
Hydrostatic Transmisson	Variable displacement axial piston tandem pump and motors with electrical proportional control	Variable displacement axial piston tandem pump and motors with electrical proportional control	Variable displacement axial piston tandem pump and motors with electrical proportional control	Variable displacement axial piston tandem pump and motors with electrical proportional control	Variable displacement axial piston tandem pump and motors with electrical proportional control
Fuel Tank	201 gallons (760 liters)	201 gallons (760 liters)	201 gallons (760 liters)	201 gallons (760 liters)	201 gallons (760 liters)
DEF Tank	19 gallons (72 liters)	19 gallons (72 liters)	19 gallons (72 liters)	19 gallons (72 liters)	19 gallons (72 liters)
Cabin Air Filtration	Pre-filter grade EU4, Micro filter grade EU11, Active carbon filter grade EU5	Pre-filter grade EU4, Micro filter grade EU11, Active carbon filter grade EU5	Pre-filter grade EU4, Micro filter grade EU11, Active carbon filter grade EU5	Pre-filter grade EU4, Micro filter grade EU11, Active carbon filter grade EU5	Pre-filter grade EU4, Micro filter grade EU11, Active carbon filter grade EU5
Brake system	Hydrostatic transmisson acts as service brakes; spring applied hydraulically released parking brakes	Hydrostatic transmisson acts as service brakes; spring applied hydraulically released parking brakes	Hydrostatic transmisson acts as service brakes; spring applied hydraulically released parking brakes	Hydrostatic transmisson acts as service brakes; spring applied hydraulically released parking brakes	Hydrostatic transmisson acts as service brakes; spring applied hydraulically released parking brakes

Weights and measurements are given within normal tolerances limits. The manufacturer reserves the right for any changes.
The E520 model is being replaced with the H555 in the 120K weight class. See the latest updates for TANA landfill compactors at www.tananorthamerica.com.

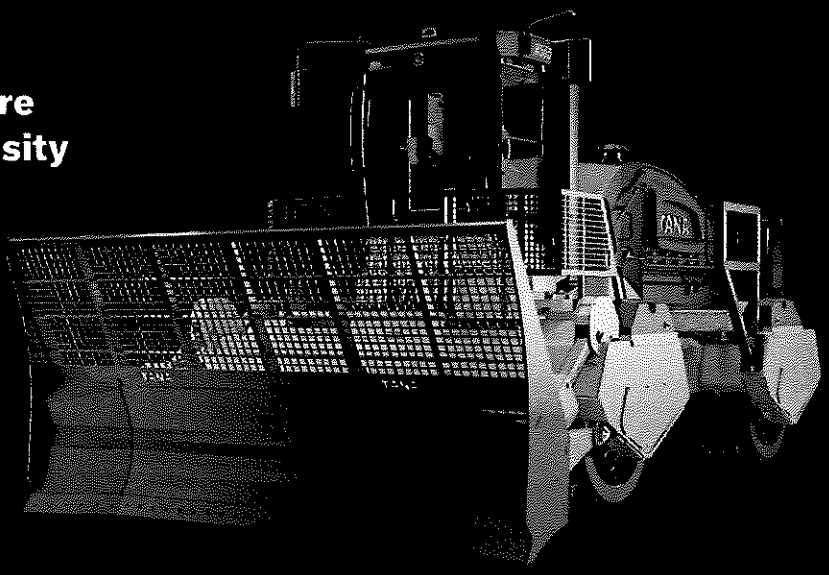


TANA
North America

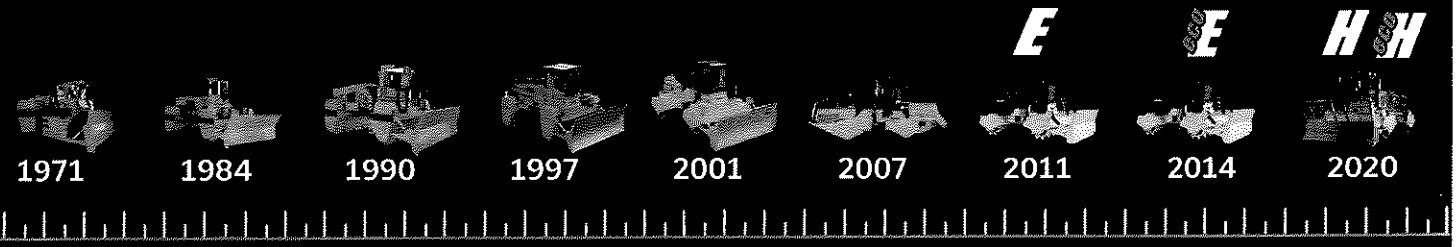
"There has been very little down time thus far and Humdinger has done a great job of outfitting us with on site parts inventory to maximize up time. They shipped the compactor with a shipping container filled with spare parts that are on an inventory purchase program. In addition to the onsite parts inventory Humdinger also partnered with our local dealer to get them set up as our authorized service/repair dealer for the machine."
- Lacy Ballard, Waste Connections

Waste Connections 2019 compaction study:

TANA compacted 29% more waste at a 32% higher density rate than the competition.



WORLD'S FIRST
LANDFILL COMPACTOR IN 1971



Humdinger Equipment, Ltd.
3202 Clovis Road
Lubbock, Texas 79415

Tel. 806-771-9944
E-mail: sales@humdingerequipment.com
www.humdingerequipment.com | www.tananorthamerica.com

Latest print 4/2024

BID CONDITIONS AND SPECIFICATIONS

TANA Support Package

The machine includes:

- **7 Years of TANA Connect® Telematics**
- **TANA Conex Parts Container – Located at City of Dickinson Landfill**

TANA Connect® Fleet Management System

TANA Connect® provides built-in intelligence for every TANA machine, delivering real-time operational data and machine insights to maximize productivity and uptime.

The system collects, analyzes, and presents machine data through an easy-to-use digital portal, helping operators and management:

- Streamline daily operations
- Improve equipment utilization
- Enhance fleet productivity
- Reduce unplanned downtime
- Support proactive maintenance planning

The portal can also integrate with third-party systems, including maintenance management software, production management platforms, and ERP systems through the **TANA Connect® API**.

Real-Time Monitoring and Reporting Includes:

- Machine Health Information
- Production Reports
- Active Machine Alarms
- Machine Event Tracking
- Service and Maintenance Information
- Operator and Customer Feedback Channel
- Access to TANA Documentation and Technical Resources

TANA Connect® provides a live overview of machine performance and condition, ensuring operators and management have access to accurate, up-to-date information at all times. This enables better decision-making, increased operational efficiency, and improved return on investment throughout the life of the machine.

City of Dickinson

2027 TANA H380 ECO Landfill Compactor - Build Specification

Machine: 2027 TANA H380 ECO Landfill Compactor

Included Options

- DAFO Automatic Fire Suppression System
- Webasto Engine & Hydraulic Pre-Heater
- Cabin Pre-Heater
- Heated Exterior Mirrors
- LED Side Work Lights
- Reversing Camera with Side Camera System
- Premium Heated & Cooled Operator Seat
- Interior Cooling Box (Food & Beverage Storage)
- Electric Engine & Hydraulic Preheater
- Fire Extinguisher
- Semi-U Blade
- Cleaner Bars
- TANA Connect Telematics Subscription (7 Years)

Standard Equipment

Please refer to the attached TANA H380 specification sheet for complete details on standard machine features and factory-installed equipment.

Machine Configuration Summary

The proposed **2027 TANA H380 ECO Landfill Compactor** is equipped with enhanced operator comfort features, advanced visibility and safety systems, cold-weather starting and preheating capabilities, fire suppression protection, landfill-specific compaction accessories, and a **7-year TANA Connect** telematics package for machine monitoring and fleet management. This configuration is designed to maximize productivity, safety, reliability, and operator efficiency in landfill applications.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Titan Machinery, Inc.
3079 Energy Drive
Dickinson, ND 58601

SURETY:
(Name, legal status and principal place of business)
Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056
Mailing Address for Notices

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Dickinson
3411 Public Works Boulevard
Dickinson, ND 58601

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Steel-Wheel Landfill Compactor

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of October, 2026.

Kathy Olson
(Witness)

Titan Machinery, Inc.
(Principal) *(Seal)*
By: Robert Larsen
(Title) CFO

Erin Decker
(Witness)

Fidelity and Deposit Company of Maryland
(Surety) *(Seal)*
By: Haley Pflug
(Title) Haley Pflug / Attorney-in-Fact

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety Acknowledgment

State of Minnesota }
} ss.
County of Hennepin }

On this 9th day of October 2026, before me personally came Haley Pflug, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Fidelity and Deposit Company of Maryland described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.

BLAKE S. BOHLIG
Notary Public
State of Minnesota
My Commission Expires
January 31, 2031

Notary Public

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Blake S. BOHLIG, Jessica HOFF, Julie DECKER, Brian D. CARPENTER, Heather R. GOEDTEL, Michelle HALTER, Maci SCATES, Kelly Nicole ENGHAUSER, Sara WHITFIELD, Haley PFLUG, Kathryn E. KADE of Minneapolis, Minnesota,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 13th day of May, A.D. 2026.

SEAL SEAL SEAL

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Thomas O. McClellan
Vice President

By: Daniel Lutes
Secretary

State of Maryland
County of Baltimore

On this 13th day of May, A.D. 2026, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Daniel Lutes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

EXTRACT FROM BY-LAWS OF THE COMPANIES

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CITY OF Dickinson North Dakota

REQUEST FOR BID
STEEL-WHEEL LANDFILL COMPACTOR

Equipment	Steel-Wheel Landfill Compactor
Bid Opening Date & Time	October 20th, 2026 @ 3:00pm
Purchaser	City of Dickinson - Solid Waste/Recycling Department
Address for Bid Acceptance and Opening	City of Dickinson Public Works Facility 3411 Public Works Boulevard Dickinson, ND 58601
Contact	Kristopher Keller, Interim Public Works Director 701-456-7979 kristopher.keller@dickinsongov.com
Questions / Clarifications Deadline	October 13th, 2026 @ 3:00pm Contact Carla Cook, Administrative Assistant, for Teams Meeting Access Carla.cook@dickinsongov.com
Bid Submission Method	Two-envelope sealed bid: Envelope No. 1 - Required Operational Criteria / Qualifications; Envelope No. 2 - Cost Proposal / Cost of Ownership

ADVERTISEMENT FOR BIDS

SOLID WASTE/RECYCLING DEPARTMENT
STEEL-WHEEL LANDFILL COMPACTOR
CITY OF DICKINSON, NORTH DAKOTA

Sealed bids will be received by the City of Dickinson, North Dakota (City) at the Public Works Facility, 3411 Public Works Boulevard, Attn: Carla Cook, Administrative Assistant, until 3:00pm MDT on October 20th 2026, for the purchase of a new steel-wheel landfill compactor. Each bid shall be submitted as one sealed outer package containing two separately sealed and labeled inner envelopes as specified in the Bidder Instructions. The outer package shall be labeled 2026 STEEL WHEEL LANDFILL COMPACTOR BID. At the advertised bid opening, only Envelope No. 1 - Required Operational Criteria / Qualifications will be opened. Envelope No. 2 - Cost Proposal / Cost of Ownership will remain sealed and will not be opened unless the City determines that the bidder and proposed equipment pass all Required Operational Criteria stated in the Envelope No. 1 acknowledgment, subject only to an expressly accepted equal or superior substitution under the bid documents. Detailed specifications not incorporated into a Required Operational Criterion will be reviewed for technical suitability but will not independently determine pass/fail status. Any bid received after the stated time will be returned unopened.

Bids shall be submitted on the forms furnished by the City and in accordance with all terms, conditions, Required Operational Criteria, warranty requirements, detailed specifications, and cost-of-ownership evaluation requirements contained in this bid package. No purchase price, trade-in allowance, cost-of-ownership amount, or other pricing information shall be included in Envelope No. 1.

All bids shall be accompanied by a bidder's bond or certified check in an amount equal to five percent (5%) of the total bid. Bid security shall be enclosed in Envelope No. 2 with the Cost Proposal so that pricing information remains sealed during the Required Operational Criteria review. The bid bond or certified check shall be held as a guarantee of good faith and compliance with the bid requirements.

The City will first determine, using only Envelope No. 1, whether each bidder and proposed equipment pass all Required Operational Criteria. Only bidders that pass every Required Operational Criterion, subject to an accepted equal or superior substitution as approved in writing by the City, will have Envelope No. 2 opened. Compliance with other Detailed Specifications will be reviewed for technical suitability, exceptions, and overall responsiveness, but a deviation from a non-required Detailed Specification will not by itself cause Envelope No. 2 to remain sealed. Among qualifying responsive and responsible bidders, the City intends to award to the bidder whose equipment has the lowest evaluated seven-year cost of ownership. The City may request clarifications, demonstrations, and a best and final offer from qualifying bidders as described herein.

The City reserves the right to reject any and all bids, waive informalities in any bid, hold bids under consideration for sixty (60) days from the bid opening, and accept the bid determined to be in the best interest of the City, subject to the evaluation methodology stated in this bid package.

Copies of the bid documents and addenda may be obtained from the City. A bid information Microsoft Teams meeting will be held on October 13th, 2026 @ 3:00pm, contact the City's Public Works Department.

Dated this 23rd day of September, 2026.

CITY OF DICKINSON, NORTH DAKOTA

By: Kris Keller
Title: Request for Bid Steel-Wheel Landfill Compactor

Published: September 29th, October 6th, and October 13th 2026

BIDDER INSTRUCTIONS

- Bid must be submitted on City of Dickinson forms only.
- Indicate make and model being bid in the Proposal form.
- Complete every YES/NO compliance item. Do not leave compliance boxes blank. A NO response to a Detailed Specification that is not part of a Required Operational Criterion must be explained on the Exceptions form, but will not automatically disqualify the bid.
- Identify all deviations, substitutions, exceptions, assumptions, and qualifications on the "Exceptions to Bid Conditions and Specifications" form. An unlisted exception may be grounds for rejection.
- Initial each page of the bid package, including General Specifications, Warranty Coverage, Detailed Specifications, and Cost-of-Ownership forms.
- Provide the proposed delivery date and any delivery assumptions.
- Sign the Proposal and all required certification/acknowledgment forms.
- Submit the bid as one sealed outer package marked "STEEL-WHEEL LANDFILL COMPACTOR - BID" containing two separately sealed inner envelopes. Envelope No. 1 shall be marked "REQUIRED OPERATIONAL CRITERIA / QUALIFICATIONS." Envelope No. 2 shall be marked "COST PROPOSAL / COST OF OWNERSHIP - SEALED PRICE."
- Electronic or facsimile bids will not be accepted.
- Submit the entire bid package with all required attachments before the bid opening time. Late bids will not be considered.
- Provide detailed manufacturer specifications, warranty documents, service plan, maintenance schedule, parts availability information, and productivity support with the bid. This information will be used to verify the Required Operational Criteria and evaluate non-required Detailed Specifications.
- Complete the Bidder Cost-of-Ownership Data Sheet and place it only in Envelope No. 2. All cost assumptions must be clearly identified and supported. Productivity documentation required to establish compliance with the Required Operational Criteria shall be included in Envelope No. 1 without pricing information.
- Provide a list and invoice pricing for additional equipment options. Standard factory equipment and advertised options shall be included unless specifically listed as an exception.

TWO-ENVELOPE BID SUBMISSION REQUIREMENTS

The two-envelope procedure is mandatory. The purpose is to determine whether the proposed machine and bidder pass the City's Required Operational Criteria before the City reviews purchase price or cost-of-ownership information. Failure to submit two separately sealed and properly labeled inner envelopes may render the bid nonresponsive.

Envelope No. 1 - Required Operational Criteria / Qualifications

Envelope No. 1 shall contain all information necessary for the City to determine whether the proposed machine and bidder pass the Required Operational Criteria and to review the remaining technical, warranty, service, delivery, and qualification information. It shall include, at a minimum:

- Completed Required Operational Criteria / Pass-Fail Acknowledgment.
- Completed YES/NO Detailed Specifications and all technical compliance information. Detailed Specifications not incorporated into a Required Operational Criterion are not individually pass/fail, but all deviations shall be disclosed for City evaluation.
- Manufacturer specifications and literature supporting compliance.
- Warranty acknowledgment, warranty documents, service plan, service-facility information, parts-availability information, and required response commitments.
- Productivity documentation supporting the bidder's estimated annual operating hours required to perform the City baseline workload. The estimated annual operating hours may be stated, but no dollar cost information shall be included. This documentation will be used to verify the applicable Required Operational Criterion.
- All technical deviations, substitutions, exceptions, assumptions, and qualifications, including any proposed equal or superior substitution affecting an Required Operational Criterion.
- Delivery commitment, required signatures, certifications, and addenda acknowledgments that do not disclose price.

Envelope No. 1 shall NOT contain the initial purchase price, trade-in allowance, fuel or DEF cost extensions, maintenance cost totals, repair-cost amounts, subscription/fee amounts, evaluated cost of ownership, or any other dollar pricing information.

Envelope No. 2 - Cost Proposal / Cost of Ownership - SEALED PRICE

Envelope No. 2 shall contain all price and cost information, including, at a minimum:

• Completed Proposal form showing the initial delivered equipment price, trade-in allowance, and net purchase price.

• Completed Bidder Cost-of-Ownership Data Sheet and all supporting cost schedules, including bidder-stated fuel/DEF consumption rates, scheduled maintenance costs, expected City-paid wear/repair costs, mandatory subscriptions/fees, and other required operating costs. Fuel and DEF dollar extensions will be calculated using the City-established baseline unit prices.

• Bid bond or certified check in the amount required by the bid documents.

• Any commercial or cost assumptions that do not change or qualify the operational commitments shall be submitted in Envelope No. 1.

City Opening and Evaluation Procedure

1. At the advertised bid opening, the City will open only Envelope No. 1 for each timely submitted bid. Envelope No. 2 will remain sealed and secured by the City.

2. The City will review Envelope No. 1 to determine whether the bidder and proposed machine pass all Required Operational Criteria stated in the Required Operational Criteria / Pass-Fail Acknowledgment. The City may request clarifying information or a demonstration when permitted by the bid documents; a clarification may not be used to materially change the proposed equipment or cure a failure to meet an Required Operational Criterion after bid opening.

3. If the City determines that a bidder fails to meet any Required Operational Criterion, and the City has not expressly accepted the item as an equal or superior substitution under the bid documents, that bidder will not qualify for cost evaluation and Envelope No. 2 will not be opened.

4. After completion of the Envelope No. 1 review, Envelope No. 2 shall be opened only for bidders that have passed all Required Operational Criteria and are otherwise determined responsive and responsible. A deviation from a Detailed Specification that is not incorporated into an Required Operational Criterion will be evaluated on its merits and will not, by itself, cause Envelope No. 2 to remain sealed.

5. The City will then evaluate the initial purchase cost and seven-year cost of ownership in accordance with the Bid Evaluation and Cost-of-Ownership Methodology.

KR

GENERAL SPECIFICATIONS

1. Bids may be rejected if they contain additions not called for, conditional or alternate bids not expressly permitted, incomplete bids, irregularities that affect comparison, or clauses in which the bidder reserves the right to accept or reject an award after bid opening.
2. No bid will be considered for award unless accompanied by a bidder's bond or certified check issued by a solvent North Dakota bank in an amount equal to five percent (5%) of the total bid, payable to the City of Dickinson. Bid security shall be enclosed in Envelope No. 2 - Cost Proposal / Cost of Ownership. Envelope No. 2 will remain sealed during the Required Operational Criteria review and will not be opened for a bidder that fails the pass/fail test.
3. The total bid price shall include all discounts and deductions and shall be exclusive of federal excise tax for which exemption certificates will be furnished upon request. Optional equipment shall be separately identified.
4. Purchases by the City are not subject to North Dakota sales tax to the extent allowed by law. Tax exemption information will be furnished upon request.
5. The City may waive or approve deviations from Detailed Specifications when, in the City's sole judgment, the offered equipment provides equal or superior operational performance and the deviation does not compromise a Required Operational Criterion or the fairness of the bid comparison.
6. Bids will be evaluated using the mandatory two-envelope procedure. The City will first open and evaluate only Envelope No. 1 against the Required Operational Criteria stated in the Pass-Fail Acknowledgment. Envelope No. 2 will remain sealed. If the proposed equipment or bidder fails any Required Operational Criterion, subject only to an expressly accepted equal or superior substitution, Envelope No. 2 will not be opened and the bid will receive no cost evaluation. Detailed Specifications not incorporated into a Required Operational Criterion will be reviewed for technical suitability and disclosed exceptions, but are not independently pass/fail. Only after a bidder passes the Required Operational Criteria and is otherwise determined responsive and responsible will the City open Envelope No. 2 and evaluate the initial purchase cost and seven-year cost of ownership. The intended award basis is the lowest evaluated seven-year cost of ownership among qualifying responsive and responsible bidders.
7. The City reserves the right to reject any or all bids, request technical information, request equipment demonstrations, request written clarifications, and accept the qualifying bid determined to be in the City's best interest consistent with the stated evaluation method. Bids may not be withdrawn for sixty (60) days after bid opening.
8. Payment will be made in accordance with City payment procedures after satisfactory delivery, inspection, acceptance, and receipt of complete invoicing. Unless otherwise agreed in writing, payment will be made within sixty (60) days after acceptance.
9. The bidder shall maintain a service facility or branch within ten (10) miles of Dickinson staffed with qualified service personnel, with provisions for maintaining a representative parts inventory and obtaining manufacturer parts within the response requirements in the Warranty section. If this requirement cannot be met, bidder shall identify the proposed service arrangement as an exception for City evaluation.
10. The successful bidder shall maintain an open charge account for the City of Dickinson for the duration of the warranty and service period.
11. The City may cancel an award and return equipment if the successful bidder fails to deliver by the committed delivery date, subject to any written extension approved by the City.
12. Delivery shall be no later than ten (10) months after City order/notice to proceed unless a different delivery date is stated in the accepted bid and approved by the City.
13. The bidder shall submit detailed manufacturer specifications, warranty terms, service commitments, productivity support, and other information necessary to verify the Required Operational Criteria and evaluate the Detailed Specifications in Envelope No. 1. All price and cost information, including the initial purchase price, trade-in allowance, maintenance cost schedule, repair/wear costs, mandatory fees, and Cost-of-Ownership Data Sheet, shall be submitted only in Envelope No. 2. Accepted documents become part of the contract unless specifically modified in the City's written award.

    Reasonableness of Operating and Maintenance Costs

    a. The City reserves the right to review all submitted operating, maintenance, repair, fuel, and DEF cost estimates for reasonableness. The City may compare submitted costs to manufacturer maintenance requirements, published service intervals, dealer rates, historical City costs, similar equipment, and other credible industry information.
    b. If a submitted cost appears, as determined by the City, to be unusually low or unsupported, the City may require the bidder to provide supporting documentation. If the bidder cannot reasonably, in the opinion of the City, support the estimate, the City may adjust the cost for evaluation purposes using documented, reasonable cost information.
    c. Any cost represented by the bidder as a guaranteed maximum or fixed cost may be accepted as submitted, provided the guarantee is included in the bid and becomes a contractual obligation.
    d. A materially understated or misleading cost estimate may be grounds for determining the bid nonresponsive.

14. Where it is not readily determinable whether an accessory or component is included, the bidder shall attach a complete statement identifying what is and is not included.
15. The Detailed Specifications state the City's requested and desired equipment features. Only requirements incorporated into the Required Operational Criteria / Pass-Fail Acknowledgment are automatic pass/fail conditions for Envelope No. 1. If a bidder cannot furnish another listed feature, the bidder shall identify the deviation and may propose an equal or superior substitute with a complete explanation. The City will evaluate non-required deviations for technical suitability, operational impact, and overall responsiveness. Acceptance of any substitute is solely at the City's discretion.
16. The successful bidder shall provide up to two (2) days of on-site operator and maintenance training by qualified personnel at no additional cost to the City.
17. The unit shall be a current production model of the latest design meeting these specifications. Bidder may bid only a new, unused, prior-year model upon written pre-approval by the City; otherwise prior-year models are not acceptable.
18. All variations from the conditions and specifications shall be listed on the Exceptions form. "Exception(s) to Bid Conditions and Specifications" shall be attached to the bid if additional space is needed.
19. All components shall be new.
20. All major components shall be manufactured by, or expressly approved for integration by, the equipment manufacturer. Any deviations shall be disclosed as an exception.
21. The successful bidder shall furnish operation, parts, and service manuals, including exploded views and complete service/repair information. Manuals shall be supplied in paper and digital format. If online manuals are provided, access shall be at no cost to the City for the City's ownership of the equipment.
22. The successful bidder shall furnish a USB flash drive or equivalent digital media containing equipment-specific service information, configuration files, and diagnostic documentation permitted for customer use.
23. Equipment shall be delivered to the City of Dickinson Landfill, 3880 Lehigh Drive, during normal business hours. The successful bidder shall coordinate delivery date and time with the City contact at least one (1) working day in advance.
24. Before acceptance, equipment shall be tested at the landfill to verify proper operation and absence of fluid leaks. Vendor-installed attachments shall be properly installed, adjusted, greased, and lubricated. City staff will complete a final inspection before acceptance.
25. All fluid levels shall be filled to normal operating levels at delivery.
26. Fuel and DEF tanks shall be full at delivery.
27. A list of consumables and common wear parts shall be provided with the equipment. The list shall identify part number, description, and component/system. Parts subject to the forty-eight (48) hour emergency availability requirement shall be identified.
28. Any irregularities, lack of clarity, requested bid changes, proposed substitutions, or questions regarding this bid shall be communicated to the City contact no later than the Questions / Clarifications Deadline. Any required addendum will be issued by the City; oral interpretations are not binding.
29. Bidder shall not rely on estimated operating hours, fuel usage, productivity, maintenance cost, or repair cost claims that cannot be supported. The City may request substantiating data and may adjust unsupported values to a reasonable value for evaluation purposes, applied consistently among bidders.
30. All costs required for delivery of a fully operational machine, including freight, setup, dealer preparation, training, mandatory subscriptions, initial software/license fees, and required diagnostic interfaces shall be included in the bid or separately stated for inclusion in the evaluated cost of ownership.
31. To preserve the two-envelope evaluation process, any purchase price or cost-of-ownership dollar amount included in Envelope No. 1 may be considered a material bid irregularity and may be grounds for rejection. Operational or productivity quantities may be stated in Envelope No. 1 when required to demonstrate compliance, but associated dollar costs shall remain in Envelope No. 2.

ENVELOPE NO. 2 - BIDDER COST-OF-OWNERSHIP DATA SHEET

PLACE THIS FORM AND ALL SUPPORTING COST SCHEDULES IN ENVELOPE NO. 2 ONLY. All fields are required unless expressly marked optional. Attach supporting schedules and documentation where the space provided is insufficient. Bidder values become contract representations and may be used by the City to determine the total evaluated cost of ownership. The annual operating-hours value used for cost evaluation shall be consistent with the operational/productivity commitment submitted in Envelope No. 1 unless the City authorizes a clarification in writing.

Item	Bidder Entry / Commitment
Manufacturer / Make	TANA
Model	H380
Model year	2027
Operating weight (lb)	91,000 (LB)
Net purchase price after trade-in	$1,112,900.00
Estimated delivery date	JANUARY 2027
Total-machine warranty	7 years / 10,500 operating hours
Estimated annual machine hours to perform City baseline workload	1,500 hours/year
Basis/support for productivity estimate	See attached: PM & Annual Revenue/Cost Saviings
Expected average fuel consumption at City landfill duty	8 gal/hour
Expected average DEF consumption at City landfill duty	.06 gal/hour
City diesel evaluation baseline price (fixed; bidder shall not modify)	$ 6.00 / gallon - City supplied
City DEF evaluation baseline price (fixed; bidder shall not modify)	$ 4.00 / gallon - City supplied
Mandatory telematics/software/subscription cost, Years 1-7	$ 0.00
Other mandatory City-paid operating costs, Years 1-7	$ 139,029.38 PM / Fuel: $571,200.00 / DEF: $2,856.00
Service facility location	Titan Machinery Inc. Dickinson, ND
Normal service phone/email	701-227-5309 bob.schantz@titanmachinery.com
After-hours service phone/email	701-300-0358 / kyle.ryder@titanmachinery.com
Committed service response time	1-Hour hours
Committed target repair turnaround	1-3 working days

Scheduled Maintenance Cost Schedule

Interval / Hour Meter	Work Included	Parts $	Labor $	Travel/Other $	Total $
250 hr	Titan Machinery Will Cover	0.00	0.00	0.00	0.00
500 hr				0.00	
1,000 hr				0.00	
2,000 hr				0.00	
Other				0.00	
7-year total at bidder's evaluated hours	See Attached PM				$

Expected City-Paid Wear / Repair Cost

Evaluation Period	Expected City-Paid Cost	Basis / Warranty Exclusion / Assumption
Years 1-2	$ 500.00	Cleaner Bars
Years 3-4	$ 500.00	Cleaner Bars
Years 5-7	$ 500.00	Cleaner Bars
Cost after 10,000 hr, if reached before end of Year 7	$ 500.00	Cleaner Bars
Total 7-year expected City-paid wear/repair	$ 2,000.00	Total is included in above line item(other mandatory City-Paid operating cost

KR

HUMDINGER EQUIPMENT, LTD.
PREVENTATIVE MAINTENANCE

COMPLETE ALL FIELDS THAT ARE YELLOW WITH RED LETTERS

TOTAL HOURS FOR TMR			11,900													
HOUR INCREMENT		SERVICE LEVEL	QTY PER TMR	HOURS TO COMPLETE	LABOR RATE	TRAVEL RATE PER TRIP	SERVICE PM KIT COST	MISC. MATERIALS		ENGINE OIL	GEAR OIL OMALLA	HYDRAULIC OIL	GREASE & OTHER		TOTAL PM COST	TOTAL PM COST PER TMR PERIOD
					$190.00	$0.00		10%	Price Per UOM	$22.50	$75.00	$18.00	$50.00			
									Gallon - UOM	14	8	55	1			
		50 HOUR SERVICE	1.00	4	$760.00	$0.00	$0.00	$0.00		$315.00	$600.00	$0.00	$50.00		$1,725.00	$1,725.00
250	HR	LEVEL 1	24.60	2	$380.00	$0.00	$313.66	$31.37		$0.00	$0.00	$0.00	$0.00		$725.03	$17,835.64
500	HR	LEVEL 2	16.00	5	$950.00	$0.00	$1,742.25	$174.23		$315.00	$600.00	$0.00	$50.00		$3,831.48	$61,303.60
1,500	HR	LEVEL 3	4.00	7	$1,330.00	$0.00	$2,416.41	$241.64		$315.00	$600.00	$990.00	$50.00		$5,943.05	$23,772.20
3,000	HR	LEVEL 4	3.00	9	$1,710.00	$0.00	$3,094.95	$309.50		$315.00	$600.00	$990.00	$50.00		$7,069.45	$21,208.34
		Adjust Valves & injector nozzles every 3,000 hours			$3,000.00										$3,000.00	$0.00
		Replace Diesel Particulate Filter - up to 1 times			$5,700.00										$5,700.00	$0.00
		Fire Suppression Inspection 2 times per year			$750.00										$750.00	$0.00
		TOTAL	48.60													$125,844.78
																$10.58

WARRANTY PORTION OF PLAN

TOTAL HOURS			11,900	
TOTAL YEARS			7	
PLAN #		FULL EXTENDED		$0.00

TOTAL PLAN EXPECTED COST	$137,754.41
TOTAL PLAN EXPECTED COST PER HOUR	$11.58

MARK-UP MARGIN PLAN	0%	$0.00

TOTAL PLAN PRICING	$137,754.41
TOTAL PLAN PRICE PER HOUR	$11.58

Dickinson ND

*Based on data published in the 2023 Waste Business Journal's "The Directory of Waste Processing & Disposal Site" or the Landfill

Landfill Data	
Annual Tons of Waste Received Per Year	93,600
Number of Working Days Per Year	260
Average Life of Landfill Cell or SWANA Average Below Used	5
Daily Tons of Waste Received	360
Gate Fee Per Ton of Waste	$ 110.00

SWANA APPLIED RESEARCH FOUNDATION

BENCHMARKING THE PERFORMANCE AND COSTS OF MSW LANDFILLS

2017 Update

COSTS CATEGORY	2024 COST PER TON	TOTAL COSTS OF CELL		
Personnel Costs	$ 6.36	$ 2,976,480		
Operating Costs	$ 18.95	$ 8,868,600		
Capital Costs (equipment purchase, cell construction, closure, ect.)	$ 3.30	$ 1,544,400		
TOTAL COSTS PER TON	$ 28.61	Additional Revenue Expected During Cell Life		Cost Savings Expected During Cell Life
Average Life of Landfill Cell in Years SWANA 6.1 or Actual Landfill	5	$ 11,439,989		$ 2,975,437

*2.5% annual inflationary increase applied to costs data

ANNUAL REVENUE AND COST SAVINGS CHART BY PERCENT COMPACTION CHANGE

COMPACTOR WEIGHT CLASS	120K LBS CLASS	Yards Airspace Used Per Year	Yards Airspace Saved Per Year	Revenue Per Yard Of Airspace	Additional Revenue Per Year	2024 Cost Per Yard Of Airspace	Cost Savings Per Year
Published Rate (4-Wheel)	1,800	104,000	-	$ 99.00	$ -	$ 25.75	$ -
5% Improvement	1,890	99,048	4,952	$ 103.95	$ 514,800	$ 27.04	$ 133,895
10% Improvement	1,980	94,545	9,455	$ 108.90	$ 1,029,600	$ 28.32	$ 267,790
15% Improvement	2,070	90,435	13,565	$ 113.85	$ 1,544,400	$ 29.61	$ 401,684
20% Improvement	2,160	86,667	17,333	$ 118.80	$ 2,059,200	$ 30.90	$ 535,579
22.2% Tana Published Rate	2,200	85,091	18,909	$ 121.00	$ 2,287,998	$ 31.47	$ 595,087
25% Improvement	2,250	83,200	20,800	$ 123.75	$ 2,574,000	$ 32.19	$ 669,474
Custom 30%	2,340	80,000	24,000	$ 128.70	$ 3,088,800	$ 33.47	$ 803,369

		BRAND	TANA	COMPETITOR
Compactors Required at Landfill	1	GPH FUEL	8	15
Hours Per Year Compactor Runs	2,000	TOTAL COST OF FUEL	$ (480,000)	$ (900,000)
Fuel Costs Per Gallon	$ 6.00	TOTAL FUEL SAVINGS	$ 420,000	

Productivity Support

- Attach manufacturer productivity information and describe how it relates to the City's landfill work.
- Provide at least three comparable landfill references, if available, identifying machine model, approximate annual hours, waste tonnage or workload measure, and contact information.
- Identify material assumptions used to convert the City's current 2020 Bomag BC772RB-2 baseline of approximately 1,700 hours/year to the bidder-proposed annual hours.
- Identify whether productivity claim depends on a specific blade, wheel configuration, software, operator training, or optional equipment; all required items shall be included in the bid price.

Bidder Certification of Cost Data

The bidder certifies that the information above is complete and based on the bidder's reasonable good-faith estimate for the proposed machine under the stated assumptions. The bidder understands that the City may request supporting records and may adjust unsupported values for evaluation consistently with the bid documents. The bidder further acknowledges that diesel and DEF dollar costs will be calculated by the City using the published City evaluation baseline unit prices and the bidder's stated consumption rates and evaluated annual operating hours.

Authorized Representative	
Printed Name	Kyle Ryder
Title	Equipment Sales Consultant
Signature	Kyle Ryder
Date	10/20/2026

ENVELOPE NO. 2 - COST PROPOSAL

STEEL-WHEEL LANDFILL COMPACTOR
CITY OF DICKINSON

TO: City of Dickinson, Dickinson, North Dakota

PLACE THIS PROPOSAL IN ENVELOPE NO. 2 ONLY. The undersigned agrees to furnish the City of Dickinson the following steel-wheel landfill compactor in accordance with the Advertisement for Bids, Bidder Instructions, General Specifications, Warranty Coverage, Detailed Specifications, Cost-of-Ownership Methodology, bidder attachments, and accepted addenda for the price(s) stated below. Submission of this Cost Proposal confirms that the pricing is based on the operational commitments submitted in Envelope No. 1.

Equipment Information	Bidder Entry
Year	2027
Make	TANA
Model	H380
Estimated delivery date	JANUARY 2027

CASH PURCHASE / TRADE-IN

Price Component	Amount
Base delivered equipment price	$ 1,175,900.00
Required options / mandatory fees included in base	Included / $ 0.00
Trade-in allowance - 2020 Bomag BC772RB-2	$ 63,000.00
NET PURCHASE PRICE	$ 1,112,900.00

The Net Purchase Price above is the initial cost input for the City's Cost-of-Ownership Evaluation. The City will separately evaluate operating, maintenance, repair/wear, subscription, and other required costs using the completed Cost-of-Ownership Data Sheet and the City evaluation constants. Diesel and DEF costs will use the City-established baseline unit prices published in the bid documents or addenda, together with the bidder-stated consumption rates and evaluated annual operating hours.

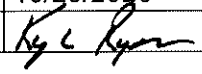
Envelope No. 1 Required Operational Criteria / qualification package submitted: [✓] Yes [ ] No

Envelope No. 2 Cost-of-Ownership Data Sheet complete: [✓] Yes [ ] No

Bid security enclosed in Envelope No. 2: [✓] Yes [ ] No

Bidder certifies that the prices and cost data in Envelope No. 2 do not reduce, condition, or otherwise modify the Required Operational Criteria or other technical commitments made in Envelope No. 1: [✓] Yes [ ] No

Addenda acknowledged: No. _____ Date _____; No. _____ Date _____; No. _____ Date _____

Bidder / Firm Information	
Firm	TITAN MACHINERY INC.
Address	3079 ENERGY DRIVE
City / State / ZIP	DICKINSON, ND 58601
Authorized Representative	Kyle Ryder
Title	Equipment Sales Consultant
Phone	701-300-0358 / 701-227-5309
Email	kyle.ryder@titanmachinery.com
Date	10/20/2026
Signature	

ENVELOPE NO. 2 - COST PROPOSAL

STEEL-WHEEL LANDFILL COMPACTOR
CITY OF DICKINSON

TO: City of Dickinson, Dickinson, North Dakota

PLACE THIS PROPOSAL IN ENVELOPE NO. 2 ONLY. The undersigned agrees to furnish the City of Dickinson the following steel-wheel landfill compactor in accordance with the Advertisement for Bids, Bidder Instructions, General Specifications, Warranty Coverage, Detailed Specifications, Cost-of-Ownership Methodology, bidder attachments, and accepted addenda for the price(s) stated below. Submission of this Cost Proposal confirms that the pricing is based on the operational commitments submitted in Envelope No. 1.

Equipment Information	Bidder Entry
Year	2027
Make	TANA
Model	H380
Estimated delivery date	JANUARY 2027

CASH PURCHASE / TRADE-IN

Price Component	Amount
Base delivered equipment price	$ 1,175,900.00
Required options / mandatory fees included in base	Included / $ 713,085.38
Trade-in allowance - 2020 Bomag BC772RB-2	$ 63,000.00
NET PURCHASE PRICE	$ 1,825,985.38

The Net Purchase Price above is the initial cost input for the City's Cost-of-Ownership Evaluation. The City will separately evaluate operating, maintenance, repair/wear, subscription, and other required costs using the completed Cost-of-Ownership Data Sheet and the City evaluation constants. Diesel and DEF costs will use the City-established baseline unit prices published in the bid documents or addenda, together with the bidder-stated consumption rates and evaluated annual operating hours.

Envelope No. 1 Required Operational Criteria / qualification package submitted: ☑ Yes [ ] No

Envelope No. 2 Cost-of-Ownership Data Sheet complete: ☑ Yes [ ] No

Bid security enclosed in Envelope No. 2: ☑ Yes [ ] No

[Total cost of ownership] KF 10-20-26

Bidder certifies that the prices and cost data in Envelope No. 2 do not reduce, condition, or otherwise modify the Required Operational Criteria or other technical commitments made in Envelope No. 1: ☑ Yes [ ] No

Addenda acknowledged: No. _____ Date _____; No. _____ Date _____; No. _____ Date _____

Bidder / Firm Information	
Firm	TITAN MACHINERY INC.
Address	3079 ENERGY DRIVE
City / State / ZIP	DICKINSON, ND 58601
Authorized Representative	Kyle Ryder
Title	Equipment Sales Consultant
Phone	701-300-0358 / 701-227-5309
Email	kyle.ryder@titanmachinery.com
Date	10/20/2026
Signature	Kyle Ryder

CITY OF Dickinson North Dakota

REQUEST FOR BID
STEEL-WHEEL LANDFILL COMPACTOR

Equipment	Steel-Wheel Landfill Compactor
Bid Opening Date & Time	October 20th, 2026 @ 3:00pm
Purchaser	City of Dickinson - Solid Waste/Recycling Department
Address for Bid Acceptance and Opening	City of Dickinson Public Works Facility 3411 Public Works Boulevard Dickinson, ND 58601
Contact	Kristopher Keller, Interim Public Works Director 701-456-7979 kristopher.keller@dickinsongov.com
Questions / Clarifications Deadline	October 13th, 2026 @ 3:00pm Contact Carla Cook, Administrative Assistant, for Teams Meeting Access Carla.cook@dickinsongov.com
Bid Submission Method	Two-envelope sealed bid: Envelope No. 1 - Required Operational Criteria / Qualifications; Envelope No. 2 - Cost Proposal / Cost of Ownership

ADVERTISEMENT FOR BIDS

SOLID WASTE/RECYCLING DEPARTMENT
STEEL-WHEEL LANDFILL COMPACTOR
CITY OF DICKINSON, NORTH DAKOTA

Sealed bids will be received by the City of Dickinson, North Dakota (City) at the Public Works Facility, 3411 Public Works Boulevard, Attn: Carla Cook, Administrative Assistant, until 3:00pm MDT on October 20th 2026, for the purchase of a new steel-wheel landfill compactor. Each bid shall be submitted as one sealed outer package containing two separately sealed and labeled inner envelopes as specified in the Bidder Instructions. The outer package shall be labeled 2026 STEEL WHEEL LANDFILL COMPACTOR BID. At the advertised bid opening, only Envelope No. 1 - Required Operational Criteria / Qualifications will be opened. Envelope No. 2 - Cost Proposal / Cost of Ownership will remain sealed and will not be opened unless the City determines that the bidder and proposed equipment pass all Required Operational Criteria stated in the Envelope No. 1 acknowledgment, subject only to an expressly accepted equal or superior substitution under the bid documents. Detailed specifications not incorporated into a Required Operational Criterion will be reviewed for technical suitability but will not independently determine pass/fail status. Any bid received after the stated time will be returned unopened.

Bids shall be submitted on the forms furnished by the City and in accordance with all terms, conditions, Required Operational Criteria, warranty requirements, detailed specifications, and cost-of-ownership evaluation requirements contained in this bid package. No purchase price, trade-in allowance, cost-of-ownership amount, or other pricing information shall be included in Envelope No. 1.

All bids shall be accompanied by a bidder's bond or certified check in an amount equal to five percent (5%) of the total bid. Bid security shall be enclosed in Envelope No. 2 with the Cost Proposal so that pricing information remains sealed during the Required Operational Criteria review. The bid bond or certified check shall be held as a guarantee of good faith and compliance with the bid requirements.

The City will first determine, using only Envelope No. 1, whether each bidder and proposed equipment pass all Required Operational Criteria. Only bidders that pass every Required Operational Criterion, subject to an accepted equal or superior substitution as approved in writing by the City, will have Envelope No. 2 opened. Compliance with other Detailed Specifications will be reviewed for technical suitability, exceptions, and overall responsiveness, but a deviation from a non-required Detailed Specification will not by itself cause Envelope No. 2 to remain sealed. Among qualifying responsive and responsible bidders, the City intends to award to the bidder whose equipment has the lowest evaluated seven-year cost of ownership. The City may request clarifications, demonstrations, and a best and final offer from qualifying bidders as described herein.

The City reserves the right to reject any and all bids, waive informalities in any bid, hold bids under consideration for sixty (60) days from the bid opening, and accept the bid determined to be in the best interest of the City, subject to the evaluation methodology stated in this bid package.

Copies of the bid documents and addenda may be obtained from the City. A bid information Microsoft Teams meeting will be held on October 13th, 2026 @ 3:00pm, contact the City's Public Works Department.

Dated this 23rd day of September, 2026.

CITY OF DICKINSON, NORTH DAKOTA

By: Kris Keller
Title: Request for Bid Steel-Wheel Landfill Compactor

Published: September 29th, October 6th, and October 13th 2026

BIDDER INSTRUCTIONS

- Bid must be submitted on City of Dickinson forms only.
- Indicate make and model being bid in the Proposal form.
- Complete every YES/NO compliance item. Do not leave compliance boxes blank. A NO response to a Detailed Specification that is not part of a Required Operational Criterion must be explained on the Exceptions form, but will not automatically disqualify the bid.
- Identify all deviations, substitutions, exceptions, assumptions, and qualifications on the "Exceptions to Bid Conditions and Specifications" form. An unlisted exception may be grounds for rejection.
- Initial each page of the bid package, including General Specifications, Warranty Coverage, Detailed Specifications, and Cost-of-Ownership forms.
- Provide the proposed delivery date and any delivery assumptions.
- Sign the Proposal and all required certification/acknowledgment forms.
- Submit the bid as one sealed outer package marked "STEEL-WHEEL LANDFILL COMPACTOR - BID" containing two separately sealed inner envelopes. Envelope No. 1 shall be marked "REQUIRED OPERATIONAL CRITERIA / QUALIFICATIONS." Envelope No. 2 shall be marked "COST PROPOSAL / COST OF OWNERSHIP - SEALED PRICE."
- Electronic or facsimile bids will not be accepted.
- Submit the entire bid package with all required attachments before the bid opening time. Late bids will not be considered.
- Provide detailed manufacturer specifications, warranty documents, service plan, maintenance schedule, parts availability information, and productivity support with the bid. This information will be used to verify the Required Operational Criteria and evaluate non-required Detailed Specifications.
- Complete the Bidder Cost-of-Ownership Data Sheet and place it only in Envelope No. 2. All cost assumptions must be clearly identified and supported. Productivity documentation required to establish compliance with the Required Operational Criteria shall be included in Envelope No. 1 without pricing information.
- Provide a list and invoice pricing for additional equipment options. Standard factory equipment and advertised options shall be included unless specifically listed as an exception.

TWO-ENVELOPE BID SUBMISSION REQUIREMENTS

The two-envelope procedure is mandatory. The purpose is to determine whether the proposed machine and bidder pass the City's Required Operational Criteria before the City reviews purchase price or cost-of-ownership information. Failure to submit two separately sealed and properly labeled inner envelopes may render the bid nonresponsive.

Envelope No. 1 - Required Operational Criteria / Qualifications

Envelope No. 1 shall contain all information necessary for the City to determine whether the proposed machine and bidder pass the Required Operational Criteria and to review the remaining technical, warranty, service, delivery, and qualification information. It shall include, at a minimum:

- Completed Required Operational Criteria / Pass-Fail Acknowledgment.
- Completed YES/NO Detailed Specifications and all technical compliance information. Detailed Specifications not incorporated into a Required Operational Criterion are not individually pass/fail, but all deviations shall be disclosed for City evaluation.
- Manufacturer specifications and literature supporting compliance.
- Warranty acknowledgment, warranty documents, service plan, service-facility information, parts-availability information, and required response commitments.
- Productivity documentation supporting the bidder's estimated annual operating hours required to perform the City baseline workload. The estimated annual operating hours may be stated, but no dollar cost information shall be included. This documentation will be used to verify the applicable Required Operational Criterion.
- All technical deviations, substitutions, exceptions, assumptions, and qualifications, including any proposed equal or superior substitution affecting an Required Operational Criterion.
- Delivery commitment, required signatures, certifications, and addenda acknowledgments that do not disclose price.

Envelope No. 1 shall NOT contain the initial purchase price, trade-in allowance, fuel or DEF cost extensions, maintenance cost totals, repair-cost amounts, subscription/fee amounts, evaluated cost of ownership, or any other dollar pricing information.

Envelope No. 2 - Cost Proposal / Cost of Ownership - SEALED PRICE

Envelope No. 2 shall contain all price and cost information, including, at a minimum:

• Completed Proposal form showing the initial delivered equipment price, trade-in allowance, and net purchase price.

• Completed Bidder Cost-of-Ownership Data Sheet and all supporting cost schedules, including bidder-stated fuel/DEF consumption rates, scheduled maintenance costs, expected City-paid wear/repair costs, mandatory subscriptions/fees, and other required operating costs. Fuel and DEF dollar extensions will be calculated using the City-established baseline unit prices.

• Bid bond or certified check in the amount required by the bid documents.

• Any commercial or cost assumptions that do not change or qualify the operational commitments shall be submitted in Envelope No. 1.

City Opening and Evaluation Procedure

1. At the advertised bid opening, the City will open only Envelope No. 1 for each timely submitted bid. Envelope No. 2 will remain sealed and secured by the City.

2. The City will review Envelope No. 1 to determine whether the bidder and proposed machine pass all Required Operational Criteria stated in the Required Operational Criteria / Pass-Fail Acknowledgment. The City may request clarifying information or a demonstration when permitted by the bid documents; a clarification may not be used to materially change the proposed equipment or cure a failure to meet an Required Operational Criterion after bid opening.

3. If the City determines that a bidder fails to meet any Required Operational Criterion, and the City has not expressly accepted the item as an equal or superior substitution under the bid documents, that bidder will not qualify for cost evaluation and Envelope No. 2 will not be opened.

4. After completion of the Envelope No. 1 review, Envelope No. 2 shall be opened only for bidders that have passed all Required Operational Criteria and are otherwise determined responsive and responsible. A deviation from a Detailed Specification that is not incorporated into an Required Operational Criterion will be evaluated on its merits and will not, by itself, cause Envelope No. 2 to remain sealed.

5. The City will then evaluate the initial purchase cost and seven-year cost of ownership in accordance with the Bid Evaluation and Cost-of-Ownership Methodology.

GENERAL SPECIFICATIONS

1. Bids may be rejected if they contain additions not called for, conditional or alternate bids not expressly permitted, incomplete bids, irregularities that affect comparison, or clauses in which the bidder reserves the right to accept or reject an award after bid opening.
2. No bid will be considered for award unless accompanied by a bidder's bond or certified check issued by a solvent North Dakota bank in an amount equal to five percent (5%) of the total bid, payable to the City of Dickinson. Bid security shall be enclosed in Envelope No. 2 - Cost Proposal / Cost of Ownership. Envelope No. 2 will remain sealed during the Required Operational Criteria review and will not be opened for a bidder that fails the pass/fail test.
3. The total bid price shall include all discounts and deductions and shall be exclusive of federal excise tax for which exemption certificates will be furnished upon request. Optional equipment shall be separately identified.
4. Purchases by the City are not subject to North Dakota sales tax to the extent allowed by law. Tax exemption information will be furnished upon request.
5. The City may waive or approve deviations from Detailed Specifications when, in the City's sole judgment, the offered equipment provides equal or superior operational performance and the deviation does not compromise a Required Operational Criterion or the fairness of the bid comparison.
6. Bids will be evaluated using the mandatory two-envelope procedure. The City will first open and evaluate only Envelope No. 1 against the Required Operational Criteria stated in the Pass-Fail Acknowledgment. Envelope No. 2 will remain sealed. If the proposed equipment or bidder fails any Required Operational Criterion, subject only to an expressly accepted equal or superior substitution, Envelope No. 2 will not be opened and the bid will receive no cost evaluation. Detailed Specifications not incorporated into a Required Operational Criterion will be reviewed for technical suitability and disclosed exceptions, but are not independently pass/fail. Only after a bidder passes the Required Operational Criteria and is otherwise determined responsive and responsible will the City open Envelope No. 2 and evaluate the initial purchase cost and seven-year cost of ownership. The intended award basis is the lowest evaluated seven-year cost of ownership among qualifying responsive and responsible bidders.
7. The City reserves the right to reject any or all bids, request technical information, request equipment demonstrations, request written clarifications, and accept the qualifying bid determined to be in the City's best interest consistent with the stated evaluation method. Bids may not be withdrawn for sixty (60) days after bid opening.
8. Payment will be made in accordance with City payment procedures after satisfactory delivery, inspection, acceptance, and receipt of complete invoicing. Unless otherwise agreed in writing, payment will be made within sixty (60) days after acceptance.
9. The bidder shall maintain a service facility or branch within ten (10) miles of Dickinson staffed with qualified service personnel, with provisions for maintaining a representative parts inventory and obtaining manufacturer parts within the response requirements in the Warranty section. If this requirement cannot be met, bidder shall identify the proposed service arrangement as an exception for City evaluation.
10. The successful bidder shall maintain an open charge account for the City of Dickinson for the duration of the warranty and service period.
11. The City may cancel an award and return equipment if the successful bidder fails to deliver by the committed delivery date, subject to any written extension approved by the City.
12. Delivery shall be no later than ten (10) months after City order/notice to proceed unless a different delivery date is stated in the accepted bid and approved by the City.
13. The bidder shall submit detailed manufacturer specifications, warranty terms, service commitments, productivity support, and other information necessary to verify the Required Operational Criteria and evaluate the Detailed Specifications in Envelope No. 1. All price and cost information, including the initial purchase price, trade-in allowance, maintenance cost schedule, repair/wear costs, mandatory fees, and Cost-of-Ownership Data Sheet, shall be submitted only in Envelope No. 2. Accepted documents become part of the contract unless specifically modified in the City's written award.

    Reasonableness of Operating and Maintenance Costs

    a. The City reserves the right to review all submitted operating, maintenance, repair, fuel, and DEF cost estimates for reasonableness. The City may compare submitted costs to manufacturer maintenance requirements, published service intervals, dealer rates, historical City costs, similar equipment, and other credible industry information.
    b. If a submitted cost appears, as determined by the City, to be unusually low or unsupported, the City may require the bidder to provide supporting documentation. If the bidder cannot reasonably, in the opinion of the City, support the estimate, the City may adjust the cost for evaluation purposes using documented, reasonable cost information.
    c. Any cost represented by the bidder as a guaranteed maximum or fixed cost may be accepted as submitted, provided the guarantee is included in the bid and becomes a contractual obligation.
    d. A materially understated or misleading cost estimate may be grounds for determining the bid nonresponsive.

14. Where it is not readily determinable whether an accessory or component is included, the bidder shall attach a complete statement identifying what is and is not included.
15. The Detailed Specifications state the City's requested and desired equipment features. Only requirements incorporated into the Required Operational Criteria / Pass-Fail Acknowledgment are automatic pass/fail conditions for Envelope No. 1. If a bidder cannot furnish another listed feature, the bidder shall identify the deviation and may propose an equal or superior substitute with a complete explanation. The City will evaluate non-required deviations for technical suitability, operational impact, and overall responsiveness. Acceptance of any substitute is solely at the City's discretion.
16. The successful bidder shall provide up to two (2) days of on-site operator and maintenance training by qualified personnel at no additional cost to the City.
17. The unit shall be a current production model of the latest design meeting these specifications. Bidder may bid only a new, unused, prior-year model upon written pre-approval by the City; otherwise prior-year models are not acceptable.
18. All variations from the conditions and specifications shall be listed on the Exceptions form. "Exception(s) to Bid Conditions and Specifications" shall be attached to the bid if additional space is needed.
19. All components shall be new.
20. All major components shall be manufactured by, or expressly approved for integration by, the equipment manufacturer. Any deviations shall be disclosed as an exception.
21. The successful bidder shall furnish operation, parts, and service manuals, including exploded views and complete service/repair information. Manuals shall be supplied in paper and digital format. If online manuals are provided, access shall be at no cost to the City for the City's ownership of the equipment.
22. The successful bidder shall furnish a USB flash drive or equivalent digital media containing equipment-specific service information, configuration files, and diagnostic documentation permitted for customer use.
23. Equipment shall be delivered to the City of Dickinson Landfill, 3880 Lehigh Drive, during normal business hours. The successful bidder shall coordinate delivery date and time with the City contact at least one (1) working day in advance.
24. Before acceptance, equipment shall be tested at the landfill to verify proper operation and absence of fluid leaks. Vendor-installed attachments shall be properly installed, adjusted, greased, and lubricated. City staff will complete a final inspection before acceptance.
25. All fluid levels shall be filled to normal operating levels at delivery.
26. Fuel and DEF tanks shall be full at delivery.
27. A list of consumables and common wear parts shall be provided with the equipment. The list shall identify part number, description, and component/system. Parts subject to the forty-eight (48) hour emergency availability requirement shall be identified.
28. Any irregularities, lack of clarity, requested bid changes, proposed substitutions, or questions regarding this bid shall be communicated to the City contact no later than the Questions / Clarifications Deadline. Any required addendum will be issued by the City; oral interpretations are not binding.
29. Bidder shall not rely on estimated operating hours, fuel usage, productivity, maintenance cost, or repair cost claims that cannot be supported. The City may request substantiating data and may adjust unsupported values to a reasonable value for evaluation purposes, applied consistently among bidders.
30. All costs required for delivery of a fully operational machine, including freight, setup, dealer preparation, training, mandatory subscriptions, initial software/license fees, and required diagnostic interfaces shall be included in the bid or separately stated for inclusion in the evaluated cost of ownership.
31. To preserve the two-envelope evaluation process, any purchase price or cost-of-ownership dollar amount included in Envelope No. 1 may be considered a material bid irregularity and may be grounds for rejection. Operational or productivity quantities may be stated in Envelope No. 1 when required to demonstrate compliance, but associated dollar costs shall remain in Envelope No. 2.

BID EVALUATION AND COST-OF-OWNERSHIP METHODOLOGY

Purpose. The revised evaluation is intended to compare qualifying machines on the cost of performing the same City landfill workload, rather than on initial purchase price alone. The City's current 2020 Bomag BC772RB-2 landfill compactor operates approximately 1,700 hours per year. The 1,700-hour annual baseline used throughout these bid documents is based on the operating history of this current Bomag compactor and represents the City's baseline landfill workload for evaluation.

Evaluation Horizon. The cost-of-ownership evaluation will cover seven (7) years of equivalent City workload. The required total-machine warranty is seven (7) years or 10,000 operating hours, whichever occurs first. If a bidder's proposed annual hours would cause the machine to exceed 10,000 hours before the end of the seven-year evaluation horizon, the bidder shall identify all expected City-paid maintenance, repair, and coverage costs for the period after warranty expiration through the end of Year 7.

Equivalent Workload / Productivity. Each bidder shall state the estimated annual operating hours its proposed machine requires to perform the same work currently completed by the City's current 2020 Bomag BC772RB-2 landfill compactor in approximately 1,700 hours per year. The estimate shall be supported by manufacturer data, documented field experience, production studies, comparable landfill references, demonstration results, or other objective information acceptable to the City. The City may adjust unsupported or unreasonable productivity assumptions for evaluation, using the same principles for all bidders.

Evaluation Sequence. The City will use the following mandatory two-envelope sequence:

- 1) At the advertised bid opening, open only Envelope No. 1 and verify that the required Required Operational Criteria acknowledgment, signatures, technical information, warranty/service information, exceptions, and supporting data have been submitted.
- 2) Apply a pass/fail review to the Required Operational Criteria only. Detailed Specifications not incorporated into a Required Operational Criterion will be reviewed for technical suitability and exceptions but will not independently determine pass/fail status.
- 3) Disqualify any bidder that fails a Required Operational Criterion, unless the City expressly accepts in writing an equal or superior substitution under the bid documents. Envelope No. 2 for a disqualified bidder will remain sealed and will not be opened.
- 4) After the Required Operational Criteria review, open Envelope No. 2 only for bidders that pass all Required Operational Criteria and are otherwise responsive and responsible; verify the Proposal, bid security, cost forms, and required cost supporting data, and establish the evaluated annual operating hours for each qualifying machine based on the operational information submitted in Envelope No. 1.
- 5) Review the seven-year evaluated cost of ownership using the City evaluation constants and bidder-supplied cost/consumption data. If the City requests a BAFO, repeat the cost calculation using the BAFO values. The lowest evaluated qualifying cost of ownership will be the intended basis of award.

Evaluated Cost of Ownership (ECO). Unless modified by written addendum before bid opening, the City will calculate:

ECO = Net Purchase Price + Fuel + DEF + Scheduled Maintenance + City-Paid Wear/Repair + Mandatory Fees/Subscriptions + Other Required Operating Costs

No salvage value or resale credit will be included. Trade-in allowance for the City's existing unit will be deducted from the initial equipment price as shown on the Proposal form.

City Evaluation Constants.

Evaluation Constant	Value
Baseline operating hours - City's current 2020 Bomag BC772RB-2	1,700 hours/year
Evaluation term	7 years
Baseline workload equivalent - current Bomag basis	11,900 operating hours over 7 years
Diesel evaluation baseline price	$6.00 / gallon
DEF evaluation baseline price	$4.00 / gallon

Operating Cost Rules.

- Fuel cost will be calculated from evaluated annual operating hours x bidder-stated fuel consumption (gal/hr) x the fixed City diesel evaluation baseline price x seven years. The bidder shall not substitute its own diesel unit price.
- DEF cost will be calculated from evaluated annual operating hours x bidder-stated DEF consumption (gal/hr) x the fixed City DEF evaluation baseline price x seven years. The bidder shall not substitute its own DEF unit price.

- Scheduled maintenance cost will include labor, fluids, filters, parts, travel, and other costs required by the manufacturer maintenance schedule that are paid by the City. Bidder shall provide interval-by-interval costs or a guaranteed total.
- City-paid wear and repair cost shall include all expected costs not covered by the proposed warranty. The City may compare bidder estimates to the City's actual repair experience with its current 2020 Bomag BC772RB-2 landfill compactor operating approximately 1,700 hours/year and normalize that experience to the evaluated annual hours of the proposed machine.
- Any mandatory telematics, software, subscriptions, licenses, special tooling, diagnostic access, or required service agreements that the City must purchase shall be included.
- Costs shall be stated in current dollars without escalation unless the City establishes a common escalation factor by addendum.
- Any cost item left blank may be treated as included in the purchase price or assigned a reasonable City estimate for evaluation if the omission would otherwise prevent an apples-to-apples comparison.

Productivity Verification. The City may request a demonstration, reference checks, production records, or other verification of bidder-stated operating hours. A bidder shall disclose the material assumptions behind its productivity estimate, including waste type, operating conditions, blade usage, travel distance, slope, compaction passes, and operator assumptions to the extent relevant.

SPECIFICATIONS OF WARRANTY COVERAGE

1. Warranty shall be a TOTAL MACHINE WARRANTY covering all parts and components. Ordinary wear items expressly identified by the bidder may be excluded; all exclusions shall be listed in writing with the bid.
2. The successful bidder shall be responsible for the total cost of all warrantable repairs, including parts, labor, freight, travel, mileage, diagnostic time, and authorized outside repairs, for seven (7) years or 10,000 operating hours, whichever occurs first, beginning at City acceptance. Warranty coverage shall not be conditioned on the City purchasing maintenance labor from the dealer if the City performs maintenance in accordance with manufacturer requirements.
3. The City will be responsible for routine consumables and ordinary wear items expressly excluded from warranty and for damage caused by abuse, accident, or use outside manufacturer recommendations.
4. All mileage, zone, travel, freight, and similar charges associated with warrantable service shall be included in the warranty and shall not be charged to the City.
5. The City will maintain the compactor in accordance with the manufacturer's published recommendations. The bidder shall identify any maintenance condition that is required to preserve warranty coverage.
6. The successful bidder shall perform manufacturer-required major periodic inspections and adjustments that are part of the warranty program or specifically required by the bidder, with all bidder-required inspection labor/travel costs included in the bid unless clearly identified on the cost-of-ownership form.
7. The successful bidder may inspect the compactor during normal City working hours and make written recommendations for repairs, adjustments, maintenance, or operating practices.
8. Warranty requirements stated in the Detailed Specifications and accepted bidder documents are incorporated into the contract. If there is a conflict, the City bid requirement controls unless expressly modified in the written award.
9. If repair must be performed at a dealer or manufacturer service site, transportation to and from the repair location shall be at the bidder's cost for warrantable repairs. The City may authorize another qualified repair provider when needed to restore service; costs for warrantable work shall be reimbursed by the successful bidder when mutually agreed or when the bidder cannot meet the required response/repair timeline.
10. Service response shall not exceed four (4) hours after City notification. "Response" means a qualified service representative is on-site performing diagnostics and/or testing. The bidder shall state its normal and after-hours service contacts in the bid. The bidder shall pay $100 in liquidated damages upon expiration of the 4-hr initial response time and shall pay $100 at the beginning of each successive 24-hour period.
11. If the equipment cannot be repaired within twenty-four (24) hours following the required service response, the successful bidder shall provide the City with a written repair plan identifying the problem, required repairs, anticipated parts availability, and estimated return-to-service date.
12. Immediately upon expiration of the 24-hour repair-plan period, liquidated damages of $250 shall be assessed for the first 24-hour period. An additional $250 shall be assessed at the beginning of each successive 24-hour period until an acceptable written repair plan is provided to the City.
13. The target repair plan turnaround is two (2) working days. If a warrantable failure leaves the compactor unavailable for City use and the bidder has not restored the unit to service or provided a comparable temporary replacement at no cost within four (4) working days after notice, the bidder shall pay the City liquidated damages of $500 per calendar day for each additional day of unavailability.

14a. The successful bidder shall complete required repairs and return the equipment to full operational service within four (4) calendar days following the initial service response. If the equipment is not returned to full operational service within the four (4) calendar-day period, liquidated damages of $500 shall be assessed immediately upon expiration of the four-day period for the first additional 24-hour period. An additional $500 shall be assessed at the beginning of each successive 24-hour period that the equipment remains out of service until the repair is completed and the equipment is returned to full operational service and accepted by the City. For purposes of this requirement, "returned to full operational service" means that the equipment has been repaired, tested as necessary, and is available to perform its intended landfill operations without restrictions resulting from the repair.

14b. The City may, in its sole discretion, waive or reduce any liquidated damages assessed under these Bid Documents. In determining whether a waiver or reduction is appropriate, the City may consider the circumstances causing the delay, the bidder's efforts to minimize downtime, availability of parts or technical support, conditions beyond the bidder's reasonable control, and the overall impact to City operations. Any waiver or reduction of liquidated damages must be approved by the City in writing. A waiver in one instance shall not constitute a waiver of the City's right to assess liquidated damages for any other or subsequent occurrence.

15. If the City sells, leases, trades, or otherwise disposes of the equipment, the bidder shall identify whether any remaining warranty is transferable and any conditions or fees associated with transfer.
16. Warranty claims, service records, parts orders, response times, and downtime dates shall be documented sufficiently to administer the warranty and liquidated-damage provisions.

DETAILED SPECIFICATIONS

GENERAL INFORMATION

All equipment and installation by the successful bidder shall be complete and ready for operation. The owner shall provide only routine fuel, DEF, lubricants, and consumables unless otherwise stated. All items shall be priced complete, including customary manufacturer/dealer standard equipment. The successful bidder is responsible for all coordination required for installation, dealer-mounted components, setup, calibration, delivery, and final acceptance. Any component manufacturer or supplier required for the machine to function shall be identified. No additional monetary amount will be allowed after award for items reasonably required to provide a complete operational machine. For Envelope No. 1, only the Required Operational Criteria listed in the Required Operational Criteria / Pass-Fail Acknowledgment are automatic pass/fail conditions. All Detailed Specifications shall still be completed, and any NO response or deviation shall be disclosed and explained; however, a deviation from a non-required Detailed Specification will not by itself disqualify the bidder or prevent Envelope No. 2 from being opened.

Detailed Equipment Specifications

Requirement / Specification
The steel-wheel landfill compactor shall be the City of Dickinson's intended landfill compactor type and shall be new, unused, current production, and commercially proven. Accessories not specifically listed but necessary for normal compactor operation shall be included.
Non-proprietary or broadly serviceable components shall be used where reasonably available; bidder shall identify proprietary service tools, software, passwords, or subscriptions required for routine City maintenance or diagnostics.

Operational Requirements

Requirement / Specification
Minimum unit operating weight shall be not less than 80,000 lb.
Oil sampling valves or dedicated sampling ports shall be provided for engine, transmission/drive, and hydraulic systems.
Bidder shall state the estimated annual operating hours required for the proposed machine to perform the same City workload currently completed by the City's current 2020 Bomag BC772RB-2 landfill compactor in approximately 1,700 hours/year and shall provide supporting productivity documentation.

Engine

Requirement / Specification
Engine shall be designed and built by the compactor manufacturer or be a manufacturer-approved integrated engine and shall be Tier IV Final compliant.
Engine air cleaner shall be dual-element dry type with an in-cab service indicator.
Fuel system shall have a water separator.
Electrical system shall be 24-volt with a minimum 115-amp alternator.
Heavy-duty electric starter.
Dual 12-volt maintenance-free batteries, minimum 950 CCA per battery.
Electrical disconnect switch.
Cold-weather starting package including engine coolant heater (minimum 1,000-watt block type or equivalent), engine inlet-air heater where applicable, transmission/filter bypass provisions as applicable, and fan-pump bypass or equivalent cold-weather starting features.
Electric fuel priming pump.

Drive Train

Requirement / Specification
Drive system shall be hydrostatic with each wheel driven by its own independent system, using hydraulic piston pumps with separate filtration and oil cooling.
Continuously variable performance, forward & reverse.

Cooling System

Requirement / Specification
High-ambient, heavy-duty cooling system is required. A modular multiple-tube radiator/core system is preferred and shall provide adequate capacity for landfill duty.
Radiator/core construction shall provide serviceable, replaceable sections or an equivalent maintainable design, with suitable fin density for landfill debris conditions.
Machine shall have a coolant recovery tank.
Radiator and other cooling cores shall be heavy-duty, high-ambient, swing-out/open-access, or otherwise readily accessible for cleaning.
Radiator shall have a sight gauge or equivalent easy coolant-level check.

Hydraulic System

Requirement / Specification
Hydraulic system shall be fully filtered and completely sealed.
Hydraulic tank shall include a 120-volt heater or equivalent cold-weather hydraulic heating system.
Machine shall have a hydraulic oil cooler.
Blade control shall be adjustable and single-lever/joystick controlled, hydraulically operating all blade functions including raise, lower, hold, and float.

Brakes

Requirement / Specification
Parking brake shall be suitable to hold the machine on steep landfill grades within manufacturer limits.
Machine shall have an audible alarm and warning light to alert the operator to service-brake pressure or system loss.
Brake systems shall meet or exceed applicable MSHA and OSHA requirements for primary, secondary, and parking braking.

Operator Compartment

Requirement / Specification
Cab shall include factory-installed air conditioning, heater, and defroster. Cab air shall be fully filtered and pressurized or use an equivalent positive-pressure filtration system appropriate for landfill operation.
Cab shall be fully enclosed and sound-suppressed, with interior noise level not to exceed 75 dBA under the manufacturer's stated test condition.
Sun visor for front window.
Adjustable armrests on left and right.
Rubber floor mats or equivalent heavy-duty cleanable floor covering.
AM/FM/USB/MP3 or current equivalent radio/audio system.
24-volt to 12-volt converter rated at a minimum 20 amps continuous for City radio, wired through a dedicated circuit breaker.
Cab-mounted LED low-profile warning strobe light.
Joystick steering or equivalent low-effort steering control adjustable to operator position.
Padded adjustable wrist rest or equivalent ergonomic support.
Windshield wipers with washer delivery for front and rear windows, with intermittent front-wiper function.
Lighting package including at least two front work lights, two front-mounted flood lights, two rear-mounted work lights, and cab dome light; exterior work lights shall be LED or current equivalent high-efficiency technology.
Monitoring system shall provide gauges/display, tachometer/speedometer, and multi-level warning for applicable conditions including parking brake, brake-oil pressure, charging system, hydraulic oil level/pressure, engine oil pressure, parking brake system pressure, coolant temperature, primary steering/oil pressure, and fuel level, or equivalent electronic monitoring of these functions.
Rear live-view backup camera system.

Requirement / Specification
Backup alarm.
Full heated exterior mirror package.
Full interior mirror package.
Wide-opening or sliding side windows, left and right, rubber-mounted or equivalently isolated and safety tinted.
Window-cleaning platform or safe access arrangement.
Electric horn.
One 10-lb ABC fire extinguisher mounted in the cab or on the exterior platform in a convenient protected location.

Serviceability / Environmental

Requirement / Specification
Engine and hydraulic oil systems shall include sample ports or convenient means for uncontaminated oil sampling.
Ecology drains or equivalent closed/controlled drains shall be provided for clean fluid drainage and spill minimization.
Daily service points, filters, fluid checks, and routine maintenance locations shall be safely accessible from ground level or from protected access platforms where practical.
Bidder shall identify all special service tooling, laptop software, passwords, interface hardware, subscriptions, or dealer-only procedures required for routine diagnosis and maintenance.

Trade-In

The City of Dickinson intends to trade one 2020 Bomag BC772RB-2 landfill compactor. The trade-in unit may be inspected at the Solid Waste Landfill located at 3880 Lehigh Road/Drive, Dickinson, North Dakota, during normal working hours by appointment. Bidder shall state a firm trade-in allowance on the Proposal form and identify any inspection or condition assumptions.

ENVELOPE NO. 1 - REQUIRED OPERATIONAL CRITERIA / ACKNOWLEDGMENT

This form shall be completed, signed, and placed in Envelope No. 1. Each criterion below is a Required Operational Criterion and will be evaluated on a PASS/FAIL basis. Failure to meet any criterion will result in Envelope No. 2 remaining sealed unless the City expressly accepts an equal or superior substitution under the bid documents. Detailed Specifications not incorporated into a criterion below are not independently pass/fail, but all deviations shall be disclosed. Envelope No. 1 shall contain no purchase price or cost-of-ownership dollar information. If the City requests a best and final offer, this acknowledgment shall be re-executed before BAFO opening.

☑ 1. The proposed unit is a new, unused, current-production, commercially proven steel-wheel landfill compactor with an operating weight of not less than 80,000 lb, or an equal or superior configuration expressly accepted by the City.

☑ 2. The engine is Tier IV Final compliant, and the machine includes a cold-weather starting/heating package and a heavy-duty, high-ambient cooling system suitable for year-round landfill operation in Dickinson, North Dakota.

☑ 3. The drive system is hydrostatic and suitable for landfill compaction duty featuring continuously variable performance.

☑ 4. Primary, secondary, and parking braking systems meet or exceed applicable MSHA and OSHA requirements, and the machine includes a backup alarm, rear live-view camera, horn, and warning/work lighting necessary for safe landfill operation.

☑ 5. Blade controls provide raise, lower, hold, and float functions

☑ 6. The operator cab is fully enclosed and includes heating, air conditioning, defrosting, and filtered/pressurized cab air or an equivalent positive-pressure filtration system appropriate for landfill operation.

☑ 7. The proposed machine can perform the City's current landfill compaction workload. The bidder has stated the estimated annual operating hours required to perform the workload currently completed by the City's 2020 Bomag BC772RB-2 in approximately 1,700 hours/year and has provided objective supporting productivity documentation in Envelope No. 1.

☑ 8. The bidder accepts the required seven (7) year / 10,000 operating-hour total-machine warranty, including the warranty cost responsibilities stated in the bid documents, subject only to expressly listed and City-accepted exceptions.

☑ 9. The bidder accepts the required four (4) hour service response, the twenty-four (24) hour written repair-plan requirement, and the four (4) calendar-day repair/return-to-service or comparable temporary-replacement requirement, including the applicable liquidated-damage provisions, subject only to expressly listed and City-accepted exceptions.

☑ 10. The bidder has provided a service and parts-support arrangement capable of meeting the required response commitments and has disclosed the service-facility location, normal and after-hours contacts, parts-availability approach, and any material limitations.

☑ 10. The bidder has disclosed all mandatory subscriptions, software, special tooling, diagnostic access, dealer-only procedures, and all deviations, substitutions, exceptions, assumptions, and exclusions affecting the proposed equipment or City operation.

☑ 11. The bidder certifies that Envelope No. 1 contains no purchase price, trade-in allowance, evaluated cost-of-ownership amount, or other dollar pricing information and understands that Envelope No. 2 will remain sealed if any Required Operational Criterion is not met, except for an equal or superior substitution expressly accepted by the City.

Authorized Representative	
Firm	Swanston Equipment Co.
Printed Name / Title	Randy Hoovestol - Sales Rep.
Signature	
Date	10-20-26

ENVELOPE NO. 1 - EXCEPTIONS TO REQUIRED OPERATIONAL CRITERIA AND DETAILED SPECIFICATIONS

Place this form in Envelope No. 1. List every operational, technical, warranty, service, delivery, or qualification exception, deviation, substitution, assumption, or exclusion. Clearly identify whether the item affects a Required Operational Criterion or a non-required Detailed Specification. Reference the section and item number. If none, write "NONE." Attach additional pages if required. Do not state purchase price or other dollar cost information on this form.

Section / Item	Exception / Proposed Substitute	Reason / Supporting Information
	See Included Document	

Exceptions To Bid Conditions and Specifications

Item #9 in the General Specifications. - Swanston Equipment does not have a service location located within 10 miles of the City of Dickinson. Swanston Equipment has dealerships in Minot and Fargo. Swanston Equipment currently supplies parts and maintains many machines for the City of Dickinson and is capable of dispatching field service from either location as needed.

To minimize downtime, Swanston Equipment will work with the City of Dickinson to establish a strategic parts plan. The goal will be to have parts and wear items on hand in Dickinson at your facility that have a high turn and can be easily removed. These parts will be closely inventoried by Swanston and will not need to be purchased until the time of use and restocked as needed.

For repairs that take longer, parts may be housed in Swanston's Minot store. These items could be brought with the service tech or delivered in a few hours. Major components will be on hand at Bomag's parts warehouse. This would be an engine or hydrostatic drive that take time to remove.

The goal is to have a system in place where, if the repair can be done quickly, the parts are on location. For longer repairs, we are still able to get the parts on site without slowing the repair time. Regular check-ins will take place to ensure that the best possible uptime is being provided.

Item #20 in the General Specifications. – The Engine used is a Cummins X15 tier IV final.

Detailed Specification Deviations

Right side window does not open.

Partial Platform for window cleaning.

Warranty Specifications

The included warranty coverage is 7 years or 10,000 hours, whichever comes first. All mileage, transportation and parts freight is included in this warranty. Exclusions are wear items, cutting edges, clean out bars, filters, etc. Periodic Maintenance, oil changes are also excluded from the warranty.

Equivalent Workload

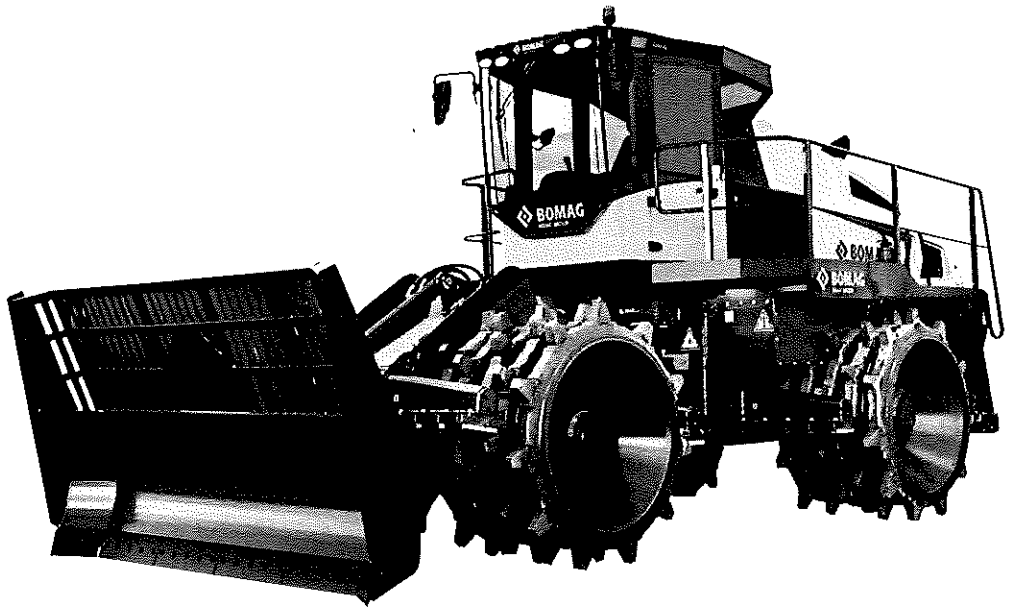
Swanston Equipment is bidding the Bomag BC 773 RB-5 which is the updated model of the machine Dickinson is forming the hour usage calculations so there should not be a deviation from the 1,700 hour forecast.

BOMAG
FAYAT GROUP

TECHNICAL DATA

REFUSE COMPACTOR

BC 673 RB-5, BC 773 RB-5



Technical Data

		BC 673 RB-5	BC 773 RB-5
Weights			
Grossweight	lb	75,619	83,776
Operating weight CECE	lb	74,296	82,453
Axle load, front / rear CECE	lb	36,376/37,920	40,345/42,109
Driving Characteristics			
Speed (1), forward	mph	7.5	7.5
Speed (1), reverse	mph	7.5	7.5
Max. gradeability (dep. on soil con.)	%	100	100
Max. pushing force	lb	80,932	89,924
Drive			
Engine manufacturer		Cummins	Cummins
Type		X15-C450	X15-C450
Emission stage		Stage V / TIER4	Stage V / TIER4
Exhaust gas aftertreatment		DOC+DPF+SCR+ASC	DOC+DPF+SCR+ASC
Cooling		Liquid	Liquid
Number of cylinders		6	6
Performance ECE R 120	hp	450.6	450.6
Performance SAE J 1349	hp	450.0	450.0
Speed	rpm	2,100	2,100
Travel system		hydrost.	hydrost.
Operating voltage	V	24	24
Compaction Wheels			
Width, front / rear	in	44.3/44.3	44.3/44.3
Outer diameter (front)	in	71.3	71.3
Outer diameter (rear)	in	71.3	71.3
Number of teeth/cutters, front		55	55
Number of teeth/cutters, rear		55	55
Compaction coverage per side	in	48.7	48.7
Brakes			
Service brake		hydrostatisch	hydrostatisch
Parking brake		hydromechanisch	hydromechanisch
Steering			
Steering system		oscil.artic.	oscil.artic.
Steering method		hydraulic	hydraulic
Steering / oscillating angle +/-	deg	38/15.0	38/15.0
Track radius, inner	in	147.9	147.9
Dozer Blade			
Height adjustment over ground level	in	47.2	47.2
Height adjustment below ground level	in	2.0	2.0
Dozer blade capacity acc. to SAE J 1265	cub.yd	15.2	15.2
Capacities			
Fuel	gal	171.7	171.7
Engine oil	gal	12.4	12.4
Hydraulic oil	gal	137.4	137.4
AdBlue (DEF) ®	gal	10.6	10.6

Technical modifications reserved. Machines may be shown with options.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Swanston Equipment Corporation
PO Box 1963
Fargo, ND 58107

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)
City of Dickinson
38 1st Street W
Dickinson, ND 58601

BOND AMOUNT: Five Percent of the Bid Submitted (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Steel-Wheel Landfill Compactor
Dickinson, ND

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of October, 2026

(Witness)	Swanston Equipment Corporation *(Principal)* *(Seal)*
	CFO *(Title)*
(Witness)	Travelers Casualty and Surety Company of America *(Surety)* *(Seal)*
	(Title) Jill Graveline, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.
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ACKNOWLEDGMENT OF PRINCIPAL (CORPORATION)

State of North Dakota)
County of Cass)

On this 14th day of October 20 26, before me personally appeared Chad Ogdahl known to be the CFO of the corporation that is described in and that he or she executed the within instrument, and acknowledged to me that such corporation ~~executed the same.~~

KARA BAKER
Notary Public
State of North Dakota
My Commission Expires August 13, 2029

ACKNOWLEDGMENT OF PRINCIPAL (INDIVIDUAL OR PARTNERSHIP)

State of _____)
County of _____)

On this _____ day of _____ 20 26, before me personally Appeared _____ known to be the person described in and who executed the within instrument, and acknowledged to me that he/she executed the same.

ACKNOWLEDGMENT OF SURETY

State of North Dakota)
County of Cass)

On this 14th day of October 20 26, before me personally appeared Jill Graveline known to be the person who is described in and whose name is subscribed to the within instrument as Attorney in Fact of Travelers Casualty and Surety Company of America and acknowledged to me that he or she subscribed the name of Travelers Casualty and Surety Company of America thereto as surety and his or her own name as Attorney in Fact.

WANDA TERRY
Notary Public
State of North Dakota
My Commission Expires Jan 13, 2027

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **JILL K GRAVELINE** of **FARGO**, **North Dakota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May, 2026.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May, 2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March, 2031**

NOTARY PUBLIC

_____
Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **14th** day of **October**, **2026**.

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ENVELOPE NO. 2 - BIDDER COST-OF-OWNERSHIP DATA SHEET

PLACE THIS FORM AND ALL SUPPORTING COST SCHEDULES IN ENVELOPE NO. 2 ONLY. All fields are required unless expressly marked optional. Attach supporting schedules and documentation where the space provided is insufficient. Bidder values become contract representations and may be used by the City to determine the total evaluated cost of ownership. The annual operating-hours value used for cost evaluation shall be consistent with the operational/productivity commitment submitted in Envelope No. 1 unless the City authorizes a clarification in writing.

Item	Bidder Entry / Commitment
Manufacturer / Make	Bomag
Model	BC 773 RB
Model year	2026
Operating weight (lb)	83,776
Net purchase price after trade-in	$ 936,086.00
Estimated delivery date	December 2026
Total-machine warranty	7 years / 10,000 operating hours
Estimated annual machine hours to perform City baseline workload	1700 hours/year
Basis/support for productivity estimate	See attached: Equivalent to current Machie
Expected average fuel consumption at City landfill duty	8 gal/hour
Expected average DEF consumption at City landfill duty	0.4 gal/hour
City diesel evaluation baseline price (fixed; bidder shall not modify)	$ 6.00 / gallon - City supplied
City DEF evaluation baseline price (fixed; bidder shall not modify)	$ 4.00 / gallon - City supplied
Mandatory telematics/software/subscription cost, Years 1-7	$ Included
Other mandatory City-paid operating costs, Years 1-7	$ Periodic Maintenance
Service facility location	Minot
Normal service phone/email	(701)837-9901/Bryce.Miles@Swanston.com
After-hours service phone/email	(701)426-0070/Randy.Hoovestol@Swanston.com
Committed service response time	4 hours
Committed target repair turnaround	2 working days

Scheduled Maintenance Cost Schedule

Interval / Hour Meter	Work Included	Parts $	Labor $	Travel/Other $	Total $
250 hr	Oil, Filters, Gear Oil	$2,800	$500	$1,800	$5,100
500 hr	Oil, Filters, Gear oil	$2,965	$1,000	$1,800	$5,765
1,000 hr	Oil, Filters, Gear Oil	$4,385	$1,600	$1,800	$7,785
2,000 hr	Oil Filters, Gear Oil, Coolant	$4,710	$2,000	$1,800	$8,510
Other					
7-year total at bidder's evaluated hours	Every 250 hour Service to 10,000 hours	$131,125	$38,000	$72,000	$241,125

Expected City-Paid Wear / Repair Cost

Evaluation Period	Expected City-Paid Cost	Basis / Warranty Exclusion / Assumption
Years 1-2	$ 400	CCF Filter, Adj wire cutters
Years 3-4	$ 5,800	CCF, CCV Filter, Adj wire cutters
Years 5-7	$ 1,400	CCF, DPF Filter, Adj wire cutter
Cost after 10,000 hr, if reached before end of Year 7	$ 10,500	Cutting Edge, CCF, CCV filter, Adj Wire Cutter
Total 7-year expected City-paid wear/repair	$ 18,100	

Productivity Support

- Attach manufacturer productivity information and describe how it relates to the City's landfill work.
- Provide at least three comparable landfill references, if available, identifying machine model, approximate annual hours, waste tonnage or workload measure, and contact information.
- Identify material assumptions used to convert the City's current 2020 Bomag BC772RB-2 baseline of approximately 1,700 hours/year to the bidder-proposed annual hours.
- Identify whether productivity claim depends on a specific blade, wheel configuration, software, operator training, or optional equipment; all required items shall be included in the bid price.

Bidder Certification of Cost Data

The bidder certifies that the information above is complete and based on the bidder's reasonable good-faith estimate for the proposed machine under the stated assumptions. The bidder understands that the City may request supporting records and may adjust unsupported values for evaluation consistently with the bid documents. The bidder further acknowledges that diesel and DEF dollar costs will be calculated by the City using the published City evaluation baseline unit prices and the bidder's stated consumption rates and evaluated annual operating hours.

Authorized Representative	
Printed Name	Randy Hoovestol
Title	Sales Rep.
Signature	
Date	10-20-26

ENVELOPE NO. 2 - COST PROPOSAL

STEEL-WHEEL LANDFILL COMPACTOR
CITY OF DICKINSON

TO: City of Dickinson, Dickinson, North Dakota

PLACE THIS PROPOSAL IN ENVELOPE NO. 2 ONLY. The undersigned agrees to furnish the City of Dickinson the following steel-wheel landfill compactor in accordance with the Advertisement for Bids, Bidder Instructions, General Specifications, Warranty Coverage, Detailed Specifications, Cost-of-Ownership Methodology, bidder attachments, and accepted addenda for the price(s) stated below. Submission of this Cost Proposal confirms that the pricing is based on the operational commitments submitted in Envelope No. 1.

Equipment Information	Bidder Entry
Year	2026
Make	Bomag
Model	BC 773 RB
Estimated delivery date	December 2026

CASH PURCHASE / TRADE-IN

Price Component	Amount
Base delivered equipment price	$ 986,086.00
Required options / mandatory fees included in base	Included / $
Trade-in allowance - 2020 Bomag BC772RB-2	$ 50,000
NET PURCHASE PRICE	$ 936,086.00

The Net Purchase Price above is the initial cost input for the City's Cost-of-Ownership Evaluation. The City will separately evaluate operating, maintenance, repair/wear, subscription, and other required costs using the completed Cost-of-Ownership Data Sheet and the City evaluation constants. Diesel and DEF costs will use the City-established baseline unit prices published in the bid documents or addenda, together with the bidder-stated consumption rates and evaluated annual operating hours.

Envelope No. 1 Required Operational Criteria / qualification package submitted: [✓] Yes [ ] No

Envelope No. 2 Cost-of-Ownership Data Sheet complete: [✓] Yes [ ] No

Bid security enclosed in Envelope No. 2: [✓] Yes [ ] No

Bidder certifies that the prices and cost data in Envelope No. 2 do not reduce, condition, or otherwise modify the Required Operational Criteria or other technical commitments made in Envelope No. 1: [ ] Yes [ ] No

Addenda acknowledged: No. _____ Date _____; No. _____ Date _____; No. _____ Date _____

Bidder / Firm Information	
Firm	Swanston Equipment Co.
Address	3915 E. Burdick Expy
City / State / ZIP	Minot, ND 58703
Authorized Representative	Randy Hoorestol
Title	Sales Rep
Phone	(701) 426-0070
Email	Randy.hoorestol@swanston.com
Date	10-20-26
Signature	

Exceptions To Bid Conditions and Specifications

Item #9 in the General Specifications. - Swanston Equipment does not have a service location located within 10 miles of the City of Dickinson. Swanston Equipment has dealerships in Minot and Fargo. Swanston Equipment currently supplies parts and maintains many machines for the City of Dickinson and is capable of dispatching field service from either location as needed.

To minimize downtime, Swanston Equipment will work with the City of Dickinson to establish a strategic parts plan. The goal will be to have parts and wear items on hand in Dickinson at your facility that have a high turn and can be easily removed. These parts will be closely inventoried by Swanston and will not need to be purchased until the time of use and restocked as needed.

For repairs that take longer, parts may be housed in Swanston's Minot store. These items could be brought with the service tech or delivered in a few hours. Major components will be on hand at Bomag's parts warehouse. This would be an engine or hydrostatic drive that take time to remove.

The goal is to have a system in place where, if the repair can be done quickly, the parts are on location. For longer repairs, we are still able to get the parts on site without slowing the repair time. Regular check-ins will take place to ensure that the best possible uptime is being provided.

Item #20 in the General Specifications. – The Engine used is a Cummins X15 tier IV final.

Detailed Specification Deviations

Right side window does not open.

Partial Platform for window cleaning.

Warranty Specifications

The included warranty coverage is 7 years or 10,000 hours, whichever comes first. All mileage, transportation and parts freight is included in this warranty. Exclusions are wear items, cutting edges, clean out bars, filters, etc. Periodic Maintenance, oil changes are also excluded from the warranty.

Equivalent Workload

Swanston Equipment is bidding the Bomag BC 773 RB-5 which is the updated model of the machine Dickinson is forming the hour usage calculations so there should not be a deviation from the 1,700 hour forecast.

Interest Rate	5.0%		per K. Greenwood
Diesel Cost	$ 6.00	per Gallon	Bid Base
DEF Cost	$ 4.00	per Gallon	Bid Base

Total Cost of Ownership	Swanston
Manufacturer	Bomag
Model	BC-773 RB
Year	2026
Operating Weight	83776
Gross Purchase	$ 986,086
Trade-In	$ 50,000
Net Purchase	$ 936,086
Delivery	Dec-26
Warranty Duration	7
Warranty Usage	10000
Basis of Estimate	Equivalent t
Fuel Consumption	8.0
DEF Consumption	0.4
Usage	1700
Subscriptions/Telematics	Included
Other City Paid costs	See Below
Service Location	Minot, ND
Response Time	4
Repair Turn-Around	2

Scheduled Maintenance (hr)	Parts
250	$ 2,800
500	$ 2,965
1000	$ 4,385
2000	$ 4,710

Scheduled Maintence Costs	
250	$ 2,800
500	$ 2,965
750	$ 2,800
1000	$ 4,385
1250	$ 2,800
1500	$ 2,965
1750	$ 2,800
2000	$ 4,710
2250	$ 2,800
2500	$ 2,965
2750	$ 2,800
3000	$ 4,385
3250	$ 2,800
3500	$ 2,965
3750	$ 2,800

4000	$	4,710
4250	$	2,800
4500	$	2,965
4750	$	2,800
5000	$	4,385
5250	$	2,800
5500	$	2,965
5750	$	2,800
6000	$	4,710
6250	$	2,800
6500	$	2,965
6750	$	2,800
7000	$	4,385
7250	$	2,800
7500	$	2,965
7750	$	2,800
8000	$	4,710
8250	$	2,800
8500	$	2,965
8750	$	2,800
9000	$	4,385
9250	$	2,800
9500	$	2,965
9750	$	2,800
10000	$	4,710
10250	$	2,800
10500	$	2,965
10750	$	2,800
11000	$	4,385
11250	$	2,800
11500	$	2,965
11750	$	2,800
12000	$	4,710
Total	$	157,350

Total Wear Cost

		TCoO	
		$ 2,030,009	
lbs			
		Annual Pmt	
		$ 161,774	per Year
		$ 1,132,419	Total Purchase
years		5.88	End Warranty - yrs
hours		11900	End Time - hrs
ɔ Current Machine			
gal/hour		$ 571,200	
gal/hour		$ 19,040	
hr/yr			
	Maintenance	$ 289,350	
	Consumables	$ 18,000	
hours			
days			

Labor	Travel/Other	Total
$ 500	$ 1,800	$ 5,100
$ 1,000	$ 1,800	$ 5,765
$ 1,600	$ 1,800	$ 7,785
$ 2,000	$ 1,800	$ 8,510
$ 500	$ 1,800	$ 5,100
$ 1,000	$ 1,800	$ 5,765
$ 500	$ 1,800	$ 5,100
$ 1,600	$ 1,800	$ 7,785
$ 500	$ 1,800	$ 5,100
$ 1,000	$ 1,800	$ 5,765
$ 500	$ 1,800	$ 5,100
$ 2,000	$ 1,800	$ 8,510
$ 500	$ 1,800	$ 5,100
$ 1,000	$ 1,800	$ 5,765
$ 500	$ 1,800	$ 5,100
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$ 500	$ 1,800	$ 5,100

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$ 1,000	$ 1,800	$ 5,765
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$ 1,000	$ 1,800	$ 5,765
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$ 1,000	$ 1,800	$ 5,765
$ 500	$ 1,800	$ 5,100
$ 2,000	$ 1,800	$ 8,510
$ 500	$ 1,800	$ 5,100
$ 1,000	$ 1,800	$ 5,765
$ 500	$ 1,800	$ 5,100
$ 1,600	$ 1,800	$ 7,785
$ 500	$ 1,800	$ 5,100
$ 1,000	$ 1,800	$ 5,765
$ 500	$ 1,800	$ 5,100
$ 2,000	$ 1,800	$ 8,510
$ 45,600	$ 86,400	$ 289,350
		$ 18,000

	Titan		TCoO	
Total Cost of Ownership			$ 1,985,683	
Manufacturer	Tana			
Model	H380			
Year	2027			
Operating Weight	91000 lbs			
Gross Purchase	$ 1,175,900			
Trade-In	$ 63,000		Annual Pmt	
Net Purchase	$ 1,112,900		$ 192,331	per Year
Delivery	Jan-27		$ 1,346,318	Total Purcl
Warranty Duration	7		7.00	End Warra
Warranty Usage	10500		10500	End Time -
Basis of Estimate	Attached PM/Schedule			
Fuel Consumption	8.0		$ 504,000	
DEF Consumption	0.06		$ 2,520	
Usage	1500			
Subscriptions/Telematics	Included	Maintenance	$ 125,845	
Other City Paid costs	n/a	Consumables	$ 7,000	
Service Location	Dickinson, ND			
Response Time	1 hours			
Repair Turn-Around	1 to 3 days		Average to (2)	
Scheduled Maintenance				
Per PM Attachment/Schedule			$ 125,845	
Total Wear Cost			$ 7,000	

ıase
nty - yrs
hrs

2026



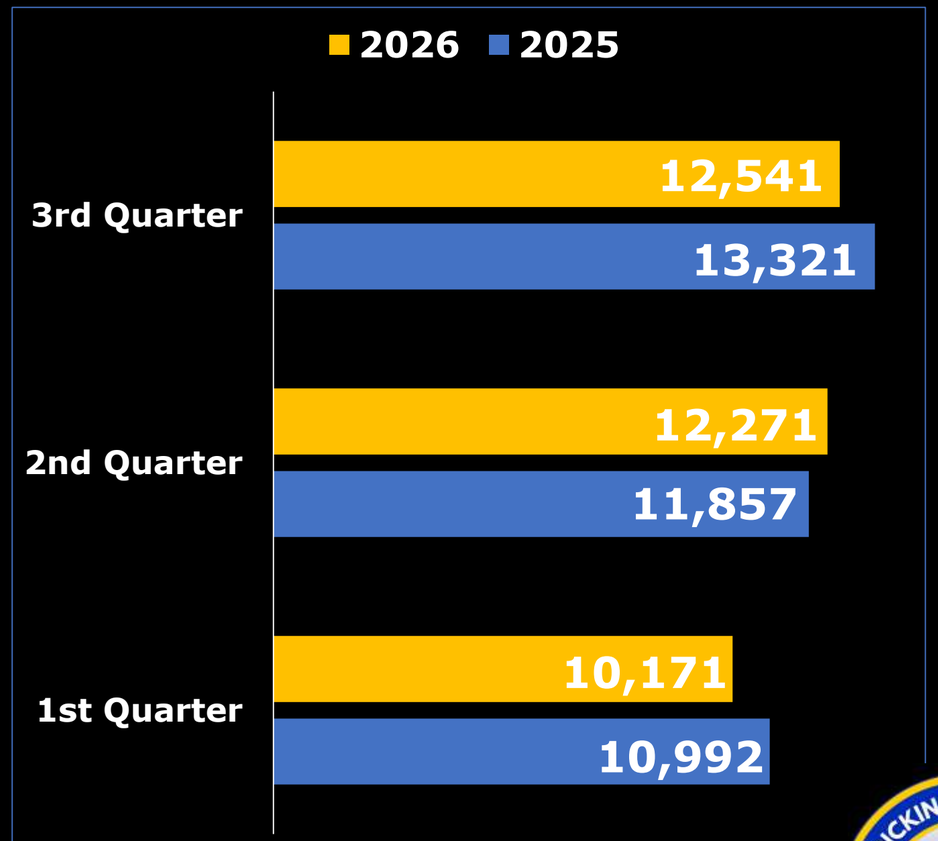
3rd QUARTERLY REPORT

DICKINSON ROUGH RIDER COUNTRY POLICE ND

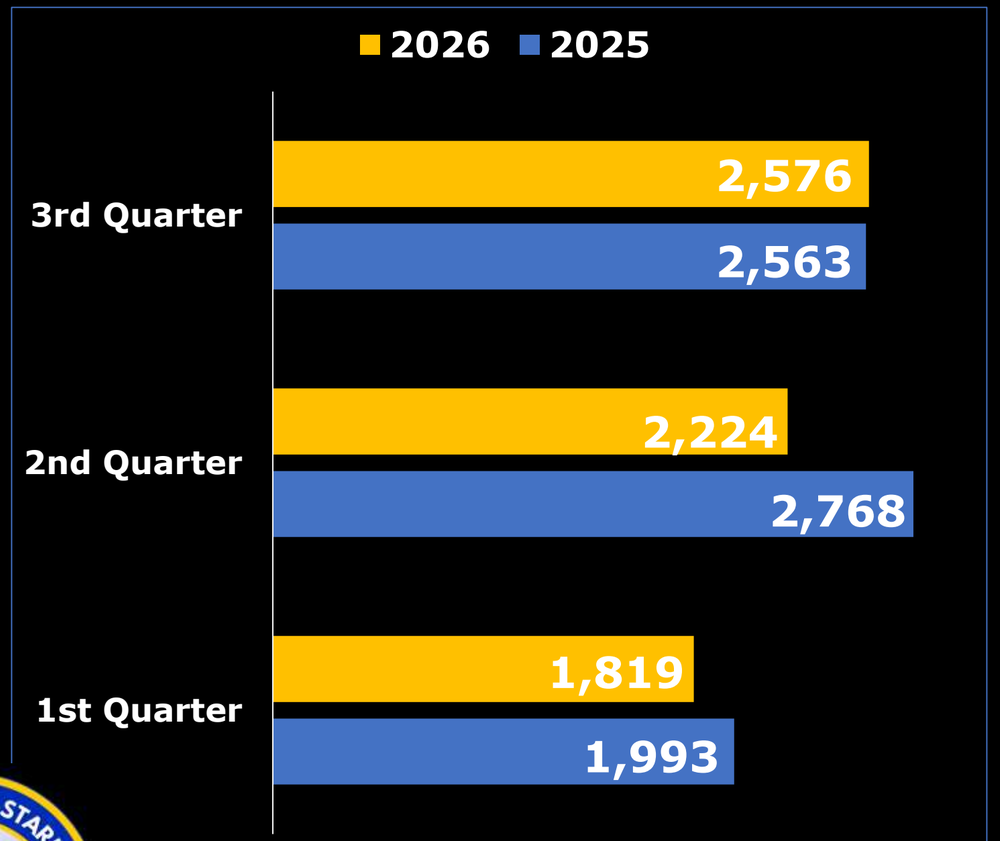
2026

3rd QUARTER

NON – EMERGENCY CALLS



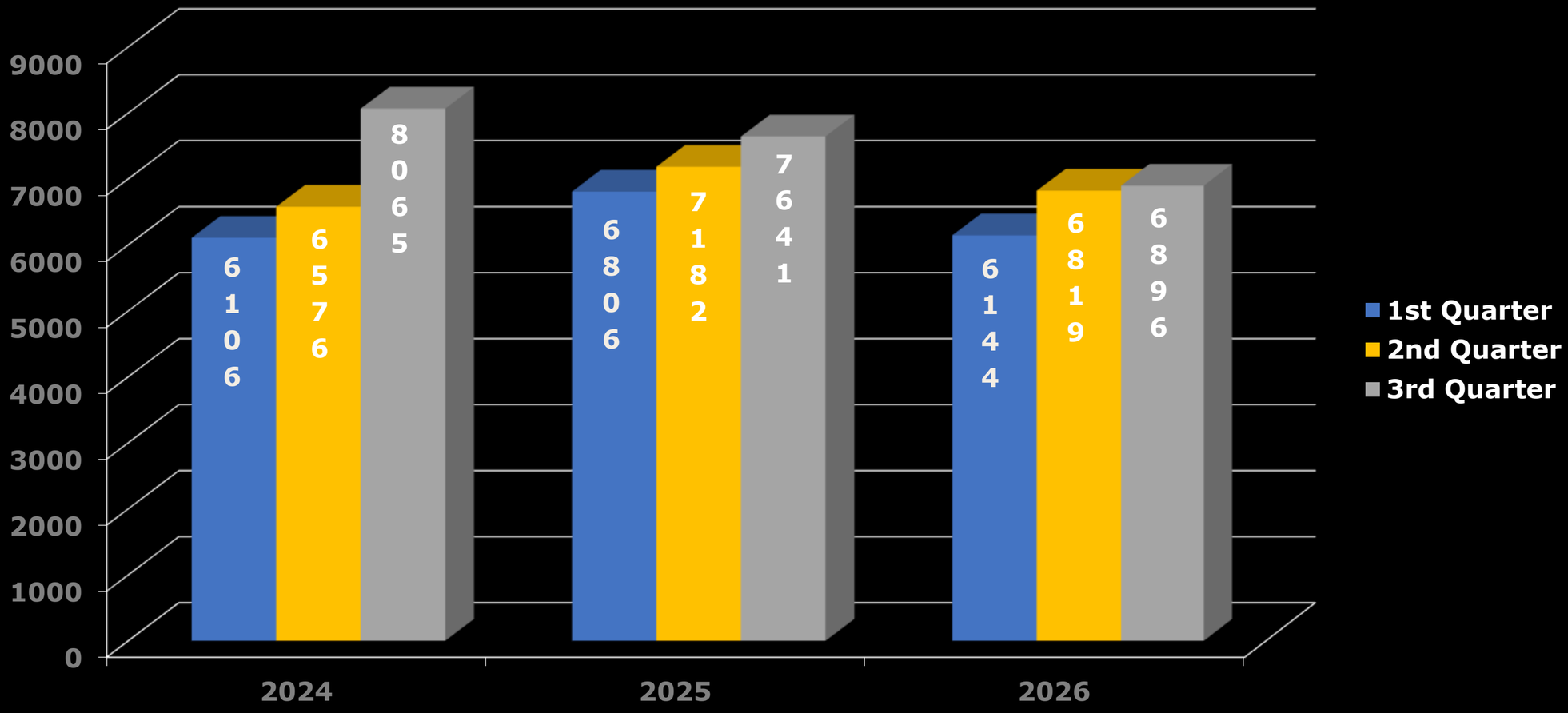
911 CALLS



DISPATCH (PSAP) ACTIVITY

2026

3rd QUARTER



CALLS FOR SERVICE

2026

3rd QUARTER

ACCIDENTS

248

TOTAL

- **2** Pedestrian
- **17** Injury
- **69** Hit & Run
- **160** Property
- **0** Fatality

2026

3rd QUARTER

TRAFFIC SAFETY

1,255 Traffic Stops

407 Citations

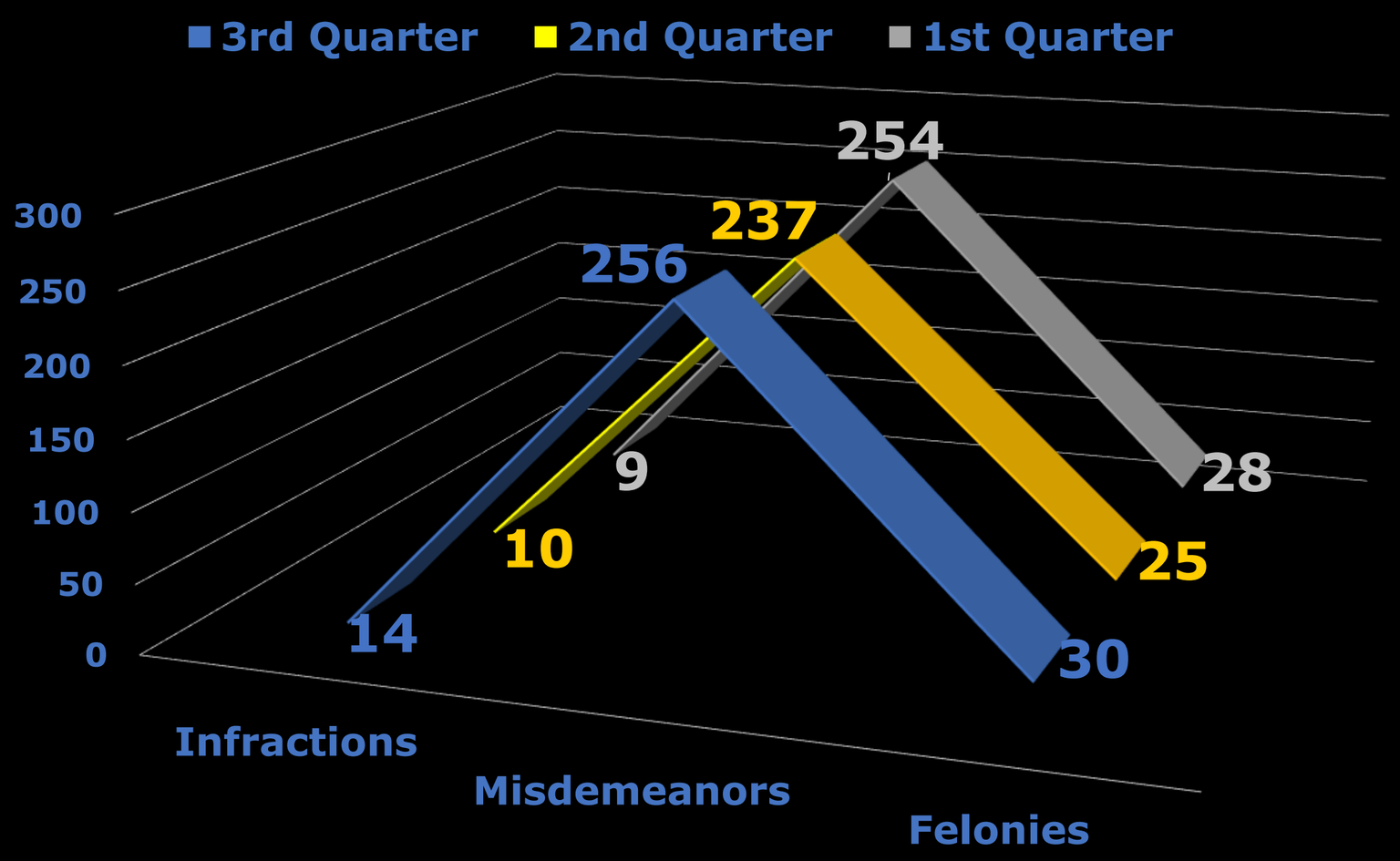
475 Warnings

179 Arrests

- **57 Alcohol Related**
- **12 Drug Related**

2026

3rd QUARTER



ARRESTS

2026

3rd QUARTER

187 Cases Assigned to CID

35 Call Out Related Incidents

CRIMINAL INVESTIGATIONS

2026

3rd QUARTER

On July 9, Hardees on West Villard was burglarized. Forced entry was made through the back door of the business, nearly $1,400 in cash was taken. The investigation led to the arrest of 42yoa JASON SCHULTZ of Dickinson. SCHULTZ was charged with C-Felony Burglary and Theft of property.

On August 31, multiple gunshots were heard by an on-duty DPD officer on patrol. It was later determined the shots were fired from a vehicle travelling the 2500 block of 4th St. West. An intensive investigation determined multiple handgun rounds were fired, some striking an apartment complex. The drive-by shooter was later identified as 22yoa JESUS SALVADOR MENDOZA. MENDOZA was arrested and charged with B-Felony Reckless Endangerment.

35yoa ISAIAS MALAGA BAXIN of Dickinson was arrested for B-Felony Luring Minors by Computers or other Electronic Means…On July 17, BAXIN communicated with a 14yoa juvenile female via Instagram representing himself as a 19yoa. BAXIN convinced the juvenile to meet him at a local park with the intention engaging in sexual intercourse. The juvenile and her older sister confronted BAXIN who fled after they threatened to call Police. BAXIN was later arrested at this residence.

NOTABLE INCIDENTS

2026

3rd QUARTER

TRAINING

TacMobility

NDPOA

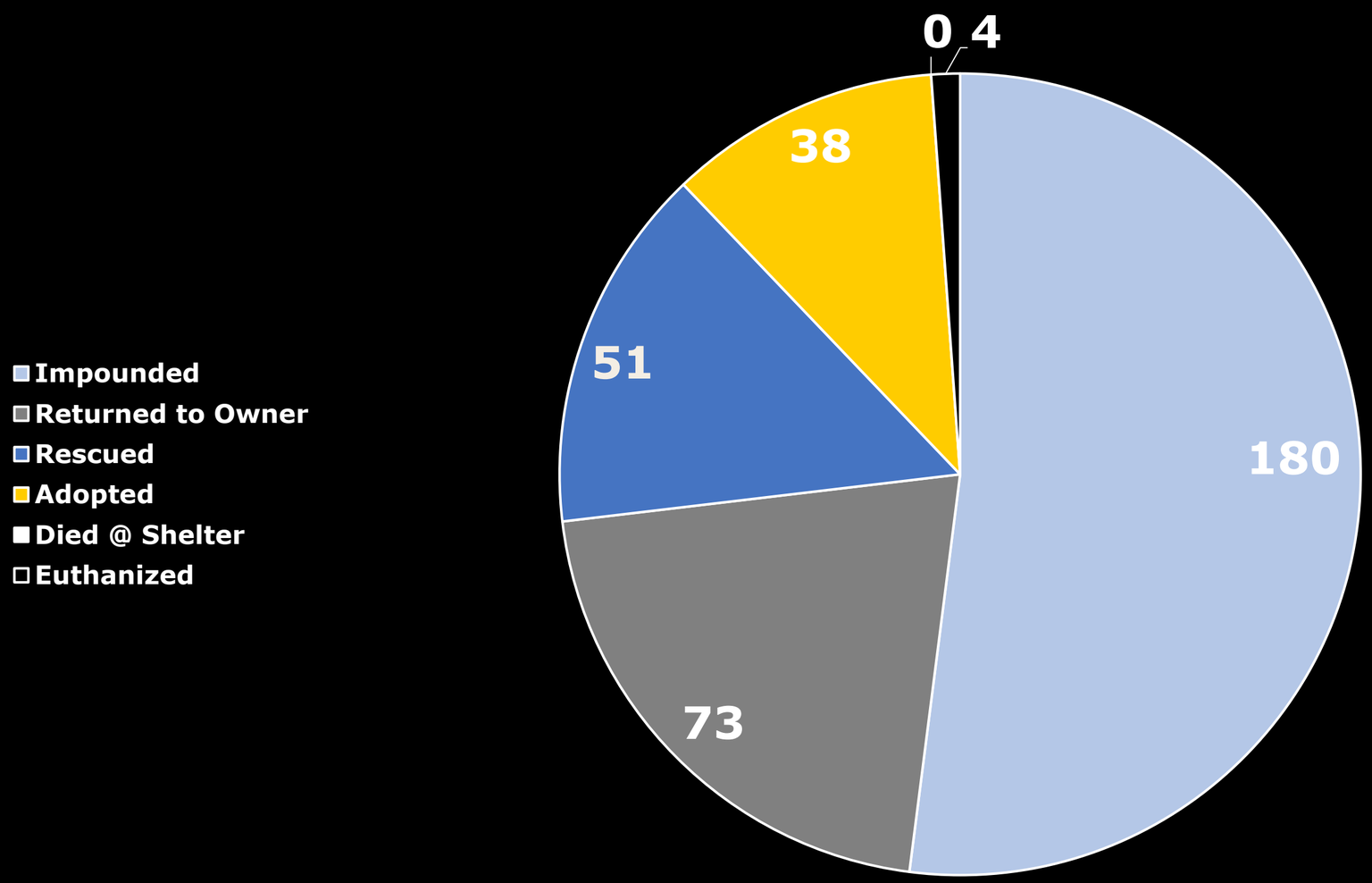
Glock MOS



2026

3rd QUARTER

433 CALLS FOR SERVICE



ANIMAL SHELTER

2026

3rd QUARTER

ELEMENTARY

- **30 IR's**
  - No Arrests

MIDDLE SCHOOL

- **4 IR's**
  - 1 Juvenile Arrest

HIGH SCHOOL

- **28 IR's**
  - 8 Juvenile Arrests

DSU

- **0 IR**
  - No Arrests

SCHOOL RESOURCE

2026

3rd QUARTER

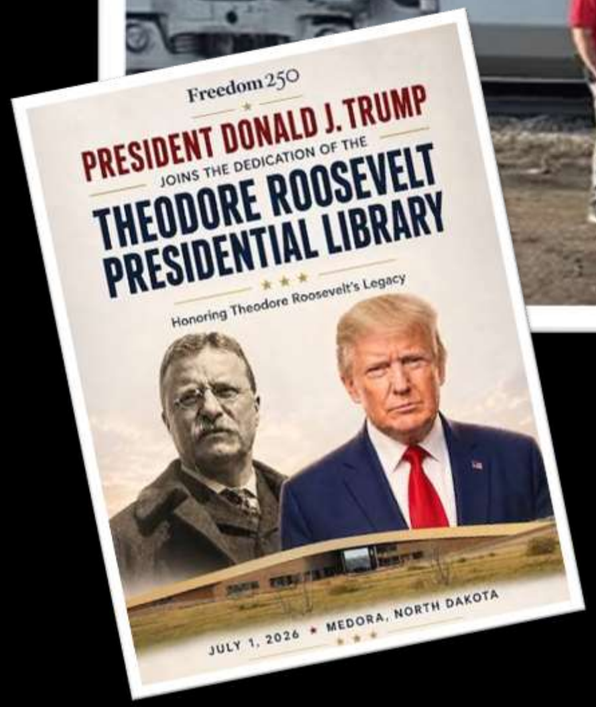
COMMUNITY EVENTS

COMMUNITY OUTREACH ACTIVITIES
RASP PSC Tours
Roughrider Days Parade
Family Fun Day
CSI Class Presentation WRCC
Babysitting Safety Talk
Alive @ 25 Class (2)
Driving Skills for Success Event with Seatbelt Convincer
National Night Out
RA Training DSU
ALICE Refreshers @ DPS Schools
Expulsion Hearings (2)
Guest Speaker in DSU LE Class
DSU Student Tour of PSC
DSU Back to School Savety Event (Vision Zero)
Career Day @ DPS for 5th Graders

2026

3rd QUARTER







250
YEARS OF FREEDOM
1776 - 2026
UNITED STATES OF AMERICA

250th – President Trump Visits Medora

DICKINSON ROUGH RIDER COUNTRY POLICE ND

2026

3rd QUARTER





SENIOR HEALTH FAIR @ DSU

2026

3rd QUARTER



NATIONAL NIGHT OUT

DICKINSON ROUGH RIDER COUNTRY POLICE ND

2026

3rd QUARTER



NDPOA

DICKINSON ROUGH RIDER COUNTRY POLICE ND

2026

3rd QUARTER



Seatbelt Convincer





HARVEST FESTIVAL

DICKINSON ROUGH RIDER COUNTRY POLICE ND

2026

3rd QUARTER





CONGRATULATIONS

2026



3rd QUARTERLY REPORT

Fire Station 1A

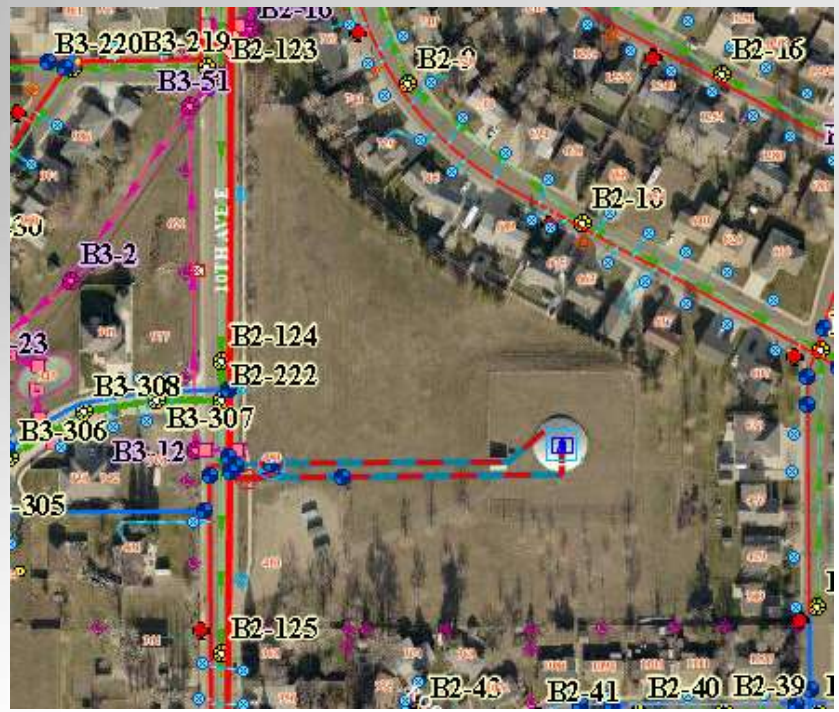
Project 202409

CMAR Contract – JE Dunn

Presented by: Senior Engineer, Kristopher Keller

CITY OF Dickinson North Dakota

Vicinity Map





CITY OF Dickinson North Dakota

Fire Station 1

Project 202409

Presented by: Senior Engineer, Kristopher Keller

CITY OF Dickinson North Dakota

Lot 27A, Block 3



CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

November 12, 2026

RE: November 17th 2026 Commission Meeting

LOT 27A, BLOCK 3 – QUIT CLAIM DEED

For your consideration is a Quit Claim Deed from Dickinson Park District to the City of Dickinson, ND. The quit claim deed is the conclusion of the Joint Powers Agreement which was approved by the City Commission at the August 4, 2026 City Commission meeting which created the land swap for Lot 27A, Block 3 of Washington 4th Addition to the City of Dickinson. The Dickinson Park District approved the quit claim deed at their November 9, 2026 meeting.

The City Attorney has reviewed the quit claim deed, and all comments were addressed.

The City Engineering & Fire Department staff recommend approval.

QUIT CLAIM DEED

THIS DEED, made on the 9 day of Nov., 2026 between Dickinson Park District, a/k/a The Park District of the City of Dickinson, GRANTOR, a political subdivision whose address is 2004 Fairway St, Dickinson, ND 58601, and the City of Dickinson, GRANTEE, a political subdivision whose address is 38 1st St W, Dickinson, ND 58601;

WITNESSETH, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, GRANTOR does hereby QUIT CLAIM to the GRANTEE any and all of the GRANTOR'S right, title, and interest in and to the following real property lying and being in the County of Stark, State of North Dakota, as more particularly described as follows:

LOT 27A, BLOCK 3, WASHINGTON 4TH ADDITION, NW¼ SECTION 2, TOWNSHIP 139 NORTH, RANGE 96 WEST OF THE PRINCIPAL MERIDIAN, CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT TWENTY-SEVEN (27), BEING A SET REBAR AND CAP LS-5466; THENCE S 88°54'29" E ALONG THE NORTH LINE OF SAID LOT TWENTY-SEVEN (27), A DISTANCE OF 68.90 FEET TO A SET REBAR AND CAP LS-5466 AT THE NORTHEAST CORNER OF SAID LOT TWENTY-SEVEN (27); THENCE ALONG A CURVE ON THE NORTHEASTERLY LINE OF SAID LOT TWENTY-SEVEN (27) HAVING A RADIUS OF 580.00 AT A DELTA ANGLE OF 16°29'30", AN ARC LENGTH OF 166.94 FEET TO A FOUND REBAR AT THE SOUTHWEST CORNER OF LOT THIRTEEN (13) OF SAID BLOCK THREE (3), THENCE CONTINUING ALONG A CURVE ON THE NORTHEASTERLY LINE OF SAID LOT TWENTY-SEVEN (27) HAVING A RADIUS OF 580.00 FEET AT A DELTA ANGLE OF 8°24'51",

AN ARC LENGTH OF 85.18 FEET TO A FOUND REBAR AT THE SOUTHEAST CORNER OF SAID LOT THIRTEEN (13); THENCE CONTINUING ALONG A CURVE ON THE NORTHEASTERLY LINE OF SAID LOT TWENTY-SEVEN (27) HAVING A RADIUS OF 580.00 FEET AT A DELTA ANGLE OF 8°25'13", AN ARC LENGTH OF 85.24 FEET TO A SET REBAR AND CAP LS-5466 AT THE SOUTHEAST CORNER OF LOT FOURTEEN (14) OF SAID BLOCK THREE (3); THENCE S 61°46'16" E CONTINUING ALONG THE NORTHEASTERLY LINE OF SAID LOT TWENTY-SEVEN (27), A DISTANCE OF 130.37 FEET TO A FOUND REBAR AT THE SOUTHEAST CORNER OF LOT SIXTEEN (16) OF SAID BLOCK THREE (3); THENCE CONTINUING S 61°46'16" E ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 130.04 FEET TO A FOUND REBAR AT THE SOUTHWEST CORNER OF LOT NINETEEN (19) OF SAID BLOCK THREE (3); THENCE S 61°37'15" E CONTINUING ON THE NORTHEASTERLY LINE OF SAID LOT TWENTY-SEVEN (27), A DISTANCE OF 10.95 FEET TO A SET REBAR AND CAP LS-5466; THENCE S 00°14'44" E, A DISTANCE OF 17.52 FEET TO A SET REBAR AND CAP LS-5466 AT THE NORTHEAST CORNER OF LOT TWENTY-EIGHT (28) OF SAID BLOCK THREE (3); THENCE S 89°45'16" W ALONG THE NORTH LINE OF SAID LOT TWENTY-EIGHT (28), A DISTANCE OF 208.71 FEET TO A SET REBAR AND CAP LS-5466 AT THE NORTHWEST CORNER OF SAID LOT TWENTY-EIGHT (28); THENCE S 00°14'44" E ALONG THE WEST LINE OF SAID LOT TWENTY-EIGHT (28), A DISTANCE OF 114.71 FEET TO A SET REBAR AND CAP LS-5466; THENCE S 88°56'04" W ALONG THE NORTH LINE OF LOT TWENTY-EIGHT (28), A DISTANCE OF 336.16 FEET TO A SET REBAR AND CAP LS-5466 AT THE NORTHWEST CORNER OF SAID LOT TWENTY-SEVEN (28), THENCE N 00°02'02" E ALONG THE WEST LINE OF SAID LOT TWENTY-SEVEN (27), A DISTANCE OF 503.79 FEET TO THE POINT OF BEGINNING.

SAID PARCEL contains 3.27 acres, more or less, and is subject to easements, agreements, mineral reservations, and conveyances of record.

[THE ABOVE legal description was obtained from the Irregular Plat of Lots 27A & 27B, recorded as Stark County Document Number 3194324, prepared by KC Homiston, PE/LS, of Highlands Engineering & Surveying, PLLC, whose address is 319 24th Street E, Dickinson, ND 58601.]

EXCEPTING AND RESERVING all mineral rights, in, on, or under the land described.

TO HAVE AND TO HOLD the premises herein granted unto the GRANTEE, its successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has hereunto set their hands the day and year first above written.

GRANTOR – DICKINSON PARK DISTRICT A/K/A THE PARK DISTRICT OF THE CITY OF DICKINSON

By: Tim J. Daniel

Title: Park Board President

Signature: Tim J. Daniel

STATE OF North Dakota)
) ss
COUNTY OF Stark)

On this 9th day of November, 2026, before me personally appeared Tim J. Daniel, the authorized representative of the GRANTOR described herein, known to me, and who executed the within and foregoing document and acknowledged to me that such entity executed the same.

Patricia D Riely
Notary Public

PATRICIA D RIELY
Notary Public
State of North Dakota
My Commission Expires April 21, 2027

I certify that the requirement for a report or statement of full consideration paid does not apply because this deed is for one of the transactions exempted by subdivision h. of N.D.C.C. 11-18-02.2(6).

GRANTEE – CITY OF DICKINSON, ND

By: _____

Title: _____

Signature: _____

Electrical Repairs - Pretreatment Emergency Award

Presented by: Kris Keller, Senior Engineer

CITY OF Dickinson North Dakota

Electrical Repairs – Vicinity Map



CITY OF Dickinson North Dakota

Water Reclamation Facility – Preliminary Treatment Improvements Project

City of Dickinson, ND

Project Number: 202518

Certification

I hereby certify that the attached specifications were prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer in the State of North Dakota.

Signature	**Typed or Printed Name**
Date	**License Number**

Project 202519 – WRF Pretreatment Improvements – Electrical Repair Specifications
City of Dickinson, North Dakota

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

B. *Successful Bidder* – The lowest, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation) makes an award.

C. Other terms used in the Bidding documents and not defined elsewhere have the following meanings, which are applicable to both the singular and plural thereof:

1. *Base Bid* – The sum stated in the Bid for which Bidder offers to perform work that is described in the Bidding Documents as Base, to which work may be added or from which work may be deleted for sums stated in the Alternate Bid.

2. *Alternate Bid* – The amount stated in the Bid to be added to or deducted from the amount of the Base Bid, if accepted.

3. *Furnished* – Shall mean to turn over to the Contractor at the job site for installation by the Contractor

4. *Provide* – Shall mean furnished and installed in place by the Contractor.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and for the deposited sum and in the format stated in the advertisement or invitation to bid. The deposit will not be refunded.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five (5) days of Owner's request, Bidder shall submit written evidence establishing its qualifications such as financial data, previous experience, present commitments, and the following additional information:

A. Each Bid must contain evidence of Bidder's qualification to do business in the State where the Project is located.

B. Each Bid must contain a copy of the Contractor's License or Certificate of Renewal issued by

the Secretary of State enclosed in the Bid Bond envelope. No Contract shall be awarded to any Contractor without a Contractor's License of the appropriate Class. The Contractor must be a holder of said License a minimum of ten (10) days prior to the date set for receiving Bids. No Bid will be considered without this information and will be returned immediately to the Bidder.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Copies of reports and drawings referenced above are included within the specifications. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to

prospective Bidders with respect to subsurface conditions, other physical conditions, Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost,

progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID SITE WALKTHROUGH

6.01 A Pre-Bid Site Walkthrough will be held on October 7th, at 1:00PM Mountain Time at the City of Dickinson's Water Reclamation Facility (10816 38th St South West, Dickinson, ND 58601). Owner and Engineer will be present to discuss the Project. Bidders are required to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other

interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract. The procedure for submission of any such application by the Contractor and consideration by the Engineer is set forth in the General Conditions and may be supplemented in Division 01. All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the Work.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.04 A Bid by an individual shall show the Bidder's name and official address.

13.05 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer

in the manner indicated on the Bid Form. The official address of the joint venture shall be s

13.06 All names shall be printed in ink below the signatures.

13.07 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.08 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.09 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 *Allowances*

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

Required in Separate Bid Security Envelope (**Bid Envelope will not be opened without these documents**):

A. Required Bid security (5%)

B. North Dakota Contractor's License valid 10 days before bid opening

Required in Bid Envelope with Bid Form (Section 00300):

C. Bidder's Subcontractor/Supplier List (Section 00410)

D. Bidder's Qualification Statement (Section 00420)

E. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED."

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

END OF SECTION

Section 00300 - BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:
City of Dickinson, ND
Daniel Minor
38 1st Street West
Dickinson, ND 58601

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date	Addendum No.	Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing

reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM	DESCRIPTION	UNIT	TOTAL QTY	UNIT COST	TOTAL COST
1	GENERAL CONDITIONS	LSUM	1		
2	MOBILIZATION	LSUM	1		
3	RECOMMENDED REPLACEMENT	EACH	37		
4	SUPPLY REPLACEMENTS FOR THE CITY	EACH	19		
5	NEW COPPER WIRE/RE-TERMINATE	EACH	9		
6	REPAIR/REPLACE MOTORIZED GARAGE DOOR MOTOR	EACH	1		

5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.03 Unit Prices have been computed in accordance with Paragraph 13.03.B of the General Conditions.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that all work DEFINE MILESTONE SCOPE OF WORK will be substantially complete on or before by.

6.02 Bidder agrees that the Work will be substantially complete on or before February 26th, 2027, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before March 10th, 2027.

6.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

Items A and B Listed Below are Required in Separate Bid Security Envelope (Bid Envelope will not be opened without these documents):

A. Required Bid security (5%)

B. North Dakota Contractor's License valid 10 days before Bid opening

Items C, D, and E Listed Below are Required in Bid Envelope with Bid Form (Section 00300):

C. Bidder's Subcontractor/Supplier List (Section 00410)

D. Bidder's Qualification Statement (Section 00420)

E. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form

Acknowledgement of Addenda on Bid Envelope

ARTICLE 8 – DEFINED TERMS

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

Bid Submittal

BIDDER: *[Indicate correct name of bidding entity]*

_____

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Section 00410 - BIDDER'S SUBCONTRACTOR/SUPPLIER LIST

The undersigned hereby submits, as part of this Bid, this list of all subcontractors and the nature of Work or products to be supplied by each. This list is only inclusive of the Subcontractors/Suppliers that will be completing Work or supplying materials totaling 1% or more of the total Bid.

Subcontractor/Supplier	Address Phone Number	Nature of Work/Supply	Amount ($)

Company Name

Authorized Signature

Section 00420 - BIDDER'S QUALIFICATION STATEMENT

The undersigned hereby certifies, as a part of this Bid, that we or the subcontractor named below maintain a permanent place of business; have experience with projects of similar size and type; and have the financial resources to properly execute this Contract.

As evidence of this experience, the following projects are submitted for review.

1. Five (5) projects completed within the last five (5) years that are similar in size and type.
2. Final construction costs of the five (5) referenced projects.
3. Contract dates of the five (5) referenced projects.
4. Project references, including Owner contact information and project details.

No.	Owner Information	Construction Cost	Contract Start and Completion Dates	Reference Phone Number	Detailed Project Information
1					
2					
3					
4					
5					

Company Name

Authorized Signature

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name— Include Location)*:

BOND

Bond Number:

Date:

Penal sum _____ $ _____

(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between **City of Dickinson, North Dakota** ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Repair and replace any and all wires and materials affected by H2S gas corrosion.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Water Reclamation Facility - Preliminary Treatment Improvements, City Project #202518**

ARTICLE 3 – ENGINEER

3.01 The City of Dickinson will be acting as the Engineer and Owner.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before February 26th, 2027 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before March 10th, 2026.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, inst requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $250.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the third week of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. Ninety (90) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. Ninety (90) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five (95) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less one hundred (100) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

C. All payments shall be mailed out, via the United States Postal Service only, and delivered to the mailing address for the contractor.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the maximum rate allowed by law in the location of the project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies,

or data are necessary for the performance of the Work at the Contract Price, within t Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Document consists of the following
   1. This Agreement (pages 1 to __, inclusive).
   2. Performance bond (pages __ to __, inclusive).
   3. Payment bond (pages __ to __, inclusive).
   4. Other bonds
      a. _____ (pages __ to __, inclusive).
   5. General Conditions (pages __ to __, inclusive).
   6. Supplementary Conditions (pages __ to __, inclusive).
   7. Specifications as listed in the table of contents of the Project Manual.
   8. Drawings (not attached but incorporated by reference) consisting of __ sheets with each sheet bearing the following general title: ___ [or] the Drawings listed on the attached sheet index.
   9. Addenda (numbers __ to __, inclusive).
   10. Exhibits to this Agreement (enumerated as follows):
      a. Contractor's Bid (pages __ to __, inclusive).
   11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
      a. Notice to Proceed.
      b. Work Change Directives.
      c. Change Orders
      d. Field Orders

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents 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.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

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 bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No.: _____ *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

EJCDC® C-610, Performance Bond
Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a wri non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

    16.1 **Claim:** A written statement by the Claimant including at a minimum:

        1. The name of the Claimant;
        2. The name of the person for whom the labor was done, or materials or equipment furnished;
        3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
        4. A brief description of the labor, materials, or equipment furnished;
        5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
        6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
        7. The total amount of previous payments received by the Claimant; and
        8. The total amount due and unpaid to Claimant for labor, materials, or equipment furnished as of the date of the Claim.

    16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

    16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

    16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The 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 Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

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regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), 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.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *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.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

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25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *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.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

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38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *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.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *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.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words

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"furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

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2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor 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.

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ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

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2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste

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materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

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4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

    b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site

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and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and

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recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer,

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or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond

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signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor

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to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

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b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial

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Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

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2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.
13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this

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Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall 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 insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by,

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arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

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B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

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a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

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2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

    a. shall certify that the proposed substitute item will:

        1) perform adequately the functions and achieve the results called for by the general design,

        2) be similar in substance to that specified, and

        3) be suited to the same use as that specified.

    b. will state:

        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

    c. will identify:

        1) all variations of the proposed substitute item from that specified, and

        2) available engineering, sales, maintenance, repair, and replacement services.

    d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the

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Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the

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performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if

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any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly

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or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

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3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and

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Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

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1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal;
6. the issuance of a notice of acceptability by Engineer;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

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7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or

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alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual

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rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

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9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On

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the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in

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contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents

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governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

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3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
2. *Engineer's Action*: Engineer will review each Change Proposal 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 Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

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and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing

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Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or

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indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

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C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

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D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon

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Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

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D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

   a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

   b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

   c. Contractor has failed to provide and maintain required bonds or insurance;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

   e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

   f. the Work is defective, requiring correction or replacement;

   g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   h. the Contract Price has been reduced by Change Orders;

   i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

   j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

   k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

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3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

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F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

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2. The final Application for Payment shall be accompanied (except as previously delivered) by:

    a. all documentation called for in the Contract Documents;

    b. consent of the surety, if any, to final payment;

    c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

    d. a list of all disputes that Contractor believes are unsettled; and

    e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

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15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

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ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When

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exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

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ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

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18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. INSTRUCTIONS

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a subagreement thereunder for $25,000 or more. The status of prospective individuals or organizations can be checked at:

http://www.sam.gov

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification or provide an explanation why they cannot complete the certification. For further details, see 40 CFR 32.510, Participants Responsibilities.

B. WHERE TO SUBMIT

A prospective prime contractor must submit a completed certification or explanation to the project owner for the project. Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

C. HOW TO OBTAIN FORMS

Additional forms may be obtained from the State and may be reproduced.

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

_____
Typed Name & Title of Authorized Representative

_____
Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.

SECTION 01 0130

SUBMITTALS

A. Submittal procedures, schedules, lists and instructions for proper and prompt submittal and review of construction related documents.

1.2 SUBMITTAL PROCEDURES

A. Transmit each submittal in accordance with Engineer's accepted format.

B. Identify Project Name and City Project Number, Contractor, Subcontractor or Supplier, pertinent drawing and detail number, and specification section number, as appropriate.

C. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

D. Schedule submittals to expedite the Project, and deliver to Engineer at business address.

E. Coordinate submission of related items.

F. For each submittal, allow 15 working days for review, excluding delivery time to and from the Contractor.

G. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed Work.

H. Provide space for Contractor and Engineer review stamps.

I. If directed to revise and resubmit, identify all changes made since previous submission.

J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.

K. Submittals not requested will not be recognized or processed.

1.3 CONSTRUCTION PROGRESS SCHEDULES

A. Submit preliminary schedule in duplicate within 10 days after effective date of the Agreement.

B. Revise and resubmit as required.

C. Submit revised schedules with each Application for Payment, identifying changes since previous version.

D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities.

E. Indicate estimated percentage of completion for each item of work at each submission.

F. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

1.4 PROPOSED PRODUCTS LIST

A. Within 10 days after effective date of the Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Shop drawings.
   3. Samples for selection.
   4. Samples for verification.

B. Submit to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

   1. Shop Drawings and proposed products intended for incorporation in the Work, including fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
      a. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
      b. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
      c. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
      d. Schedule submittals to expedite the Project, and coordinate submission of related items.
      e. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
      f. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
      g. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
      h. Provide space for Contractor and Engineer review stamps.
      i. If directed to revise and resubmit, identify all changes made since previous submission.
      j. Submittals not requested will not be recognized or processed.
      k. Sheet Size: Except for templates, patterns and similar full- size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 24" x 36".
      l. Submittal: Submit one electric copy for the Engineer's concurrent review.
      m. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
      n. Engineer shall not proceed with Shop Drawing review without prior review and approval by Contractor.

C. Samples will be reviewed only for aesthetic, color, or finish selection.

   1. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical to the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
      a. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
         1) Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
      b. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.

1) Preliminary submittals will be reviewed and returned with the Engineer's mark indicating selection and other action.

2. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.

1.6 MANUFACTURER INSTALLATION INSTRUCTIONS

A. When required, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer.

B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.7 MANUFACTURER CERTIFICATES

A. When specified in individual specification sections, submit manufacturer certification to Engineer.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.

PART 2 NOT APPLICABLE

PART 3 NOT APPLICABLE

PART 4 MEASUREMENT AND PAYMENT

4.1 All work described herein is incidental to other related items of work and no measurement or additional payment will be considered.

END OF SECTION

SECTION 01 0390
COORDINATION AND MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination, field engineering, preconstruction meeting, progress meetings, and examination.

1.2 COORDINATION

A. Coordinate scheduling, submittals, and Work of the various sections of the Project Manual to assure efficient and orderly sequence of installation of interdependent construction elements.

B. Include the City of Dickinson in all coordination and meetings.

1.3 FIELD ENGINEERING

A. Contractor shall protect survey monuments, control, property corners and reference points, and shall notify Engineer immediately if any such items are disturbed. Any survey monuments, control, property corners and reference points destroyed by Contractor will be reset by Engineer at the expense of the Contractor. Contractor shall allow a minimum of 48 hours for Engineer to complete such resetting or replacement.

B. Verify setbacks and easements, confirm drawing dimensions and elevations.

C. The Engineer will provide field engineering services and establish elevations, lines, and levels, utilizing recognized engineering survey practices.

1.4 PRECONSTRUCTION MEETING

A. The Engineer shall schedule and conduct the Pre-Construction Meeting and shall be responsible for preparing an agenda, recording discussions and distributing the meeting minutes.

B. Attendees shall include, at a minimum, the City, Contractor, Engineer and Major Sub-Contractors.

1.5 PROGRESS MEETINGS

A. The Engineer shall schedule and conduct Construction Progress Meetings and shall be responsible for preparing an agenda, recording discussions and distributing the meeting minutes. These meetings will be held every other week, or more frequently as needed.
   1. Minimum Agenda - Construction Progress Meeting:
      a. Review, revise as necessary, and approve minutes of previous meeting(s).
      b. Review progress of the work since last meeting, including status of submittals for approval.
      c. Identify problems which will impede planned progress.
      d. Develop corrective measures and procedures to regain planned schedule.
      e. Complete other current business.
      f. Three week Look-Ahead Schedule.
      g. Schedule of the next meeting.

B. Minimum Attendance Required:
   1. Contractor.
   2. City of Dickinson.
   3. Contractor's Superintendent.
   4. Major Subcontractors.
   5. Engineer.

C. The Engineer shall schedule and conduct special Construction Administration meetings including Pre-Installation meetings on critical systems and assemblies and other meetings as deemed necessary.

PART 2 NOT USED

PART 3 NOT USED

PART 4 NOT USED

END OF SECTION

SECTION 01 0510
GRADE, LINES, AND LEVELS

SECTION 1 – GENERAL

1.01 SPECIFICATIONS INCLUDES
- A. Construction Surveying and Staking
- B. Contractor's Responsibilities

1.02 RELATED SPECIFICATIONS
- A. Division 02 – Site Construction
- B. Division 03 – Concrete

1.03 CONSTRUCTION SURVEYING AND STAKING
- A. Owner shall provide engineering surveys for establishing reference and control points, one (1) time, as needed for the Contractor to proceed with the Work.
- B. It is the Owner's responsibility for the staking and layout of all work.
- C. It is the Contractor's responsibility to receive and verify all layouts and material shop drawings for any necessary revisions. Prior to any work, any adjustments necessary to planned layout shall be approved by the Engineer.

1.04 CONTRACTOR'S RESPONSIBILITIES
- A. Contractor shall coordinate with the Owner all construction staking required for laying out the work. A minimum 48-hour notice is required for staking needs. Saturday, Sundays, and holidays are not included in the 48-hour notice timeframe. A description of the staking needs shall be provided with each notice.
- B. Contractor shall take measures to preserve all control and reference stakes set by the Owner for the entire project duration. Contractor shall take measures to preserve all layout construction staking set by the Owner.
- C. Any re-staking of reference or control points and layout stakes shall be at the Contractor's expense.

SECTION 2 – PRODUCTS

(NOT USED)

SECTION 3 – EXECUTION

(NOT USED)

END OF SECTION

SECTION 01 1440
SEQUENCE AND CONSTRAINTS OF CONSTRUCTION

SECTION 1 – GENERAL

1.01 SPECIFICATION INCLUDES

A. Sequence and Constraints of Construction

1.02 RELATED SPECIFICATIONS

A. Section 00520 – Agreement (Liquidated Damages)
B. Section 00810 – Supplementary Conditions
C. Section 01 1100 – Summary of Work
D. Section 01 3300 – Submittal Procedures

1.03 CONSTRUCTION SEQUENCE AND CONSTRAINTS

A. General constraints within which the Contractor shall cooperatively schedule the Work include, but are not limited to, the following:
   1. All Work must be completed during the time set forth in the Bid Form and Agreement and within the construction windows identified herein.
   2. All excavations must be within the limits shown on the Drawings. If needed, the Contractor is to provide a detailed excavation and shoring plan, designed and certified by a registered Professional Engineer in the State of North Dakota.
   3. Water service piping may be installed by the open cut method or horizontal directional drilling/boring.
   4. Main lines gate valves may not all be operational and the extent of the short-term watermain shutdown(s) will be beyond the extents of the project work area. The City will provide a list of customers within the extent of the short-term watermain shutdown area. A short-term shutdown shall be defined as less than 8-hours. No temporary water service will be required for short term shutdowns.
   5. Contractor shall have a plan in place for temporary water for residents/businesses that exceed the 8 hours of shutdown.
B. Constraints affecting specific areas of the Work and specific Work sequencing requirements are described in the following sections:
   1. Construction will be occurring in a residential area. All work at the site shall be performed during regular working hours, Monday through Friday, 7:00 am to 8:00 pm and Saturday from 8:00 am to 8:00 pm.
   2. Contractor is responsible for obtaining any necessary permits for construction of the Work. The City of Dickinson will waive all building permit fees and connection fees for water and sewer related to this project.
C. Coordination of Work with other Contractors:
   1. _____

SECTION 2 – PRODUCTS

(NOT USED)

SECTION 3 – EXECUTION

3.01 SEQUENCE OF CONSTRUCTION

A. Following is a potential sequence of construction. This sequence of construction is general only and not all-inclusive. The listing of this potential sequence of construction does not affect the General Contractor's responsibility for all work and work sequencing as described in the General Conditions and herein.

END OF SECTION

City of Dickinson, North Dakota

202518 WRF Preliminary Treatment Improvements – Electrical Repairs

Section 01 2213 – UNIT PRICE MEASUREMENT AND PAYMENT

Item No. 1 – General Conditions: Payment shall be on a lump sum basis and shall be full compensation for all costs associated with bonds, insurance, project management including coordination with all other subcontractors; and any other items necessary for project delivery. 90% of the payment for General Conditions shall be eligible for dispersal upon execution of the Agreement and 5% of the work being completed. The remaining 10% shall be eligible for dispersal upon completion of the Final Punch List including Lien Waiver and Warranties.

Item No. 2 – Mobilization: Payment shall be on a lump sum basis and shall be full compensation for all costs associated with mobilization(s) to, from and within the project site; and any other items necessary for project delivery. Such payment is full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified. Payment will be made as follows

Original Contract Amount Earned	**Mobilization Bid Amount**
5%	25%
10%	50%
50%	75%
75%	100%

All other items shall be paid for per the Plans and Specifications.

END SECTION

SECTION 01 4001
QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

1.2 Instructions and requirements for quality assurance and quality control of installation.

1.3 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date for receiving bids, except where a specific date is established by code.

C. Obtain copies of standards where required by product specification sections.

D. The contractual relationship, duties, and responsibilities of the parties in the contract nor those of the Engineer will not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.4 SUBMITTALS

A. Submit a certified written report of each inspection, test or similar service, to the Engineer, in duplicate, within 48 hours after results have been obtained.

B. Submit additional copies of each written report directly to the City.

1.5 QUALITY ASSURANCE

A. Monitor quality control over Suppliers, Manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with Manufacturer’s instructions, including each step in the sequence.

C. Should Manufacturer’s instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce workmanship of specified quality.

F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

PART 2 NOT APPLICABLE

PART 3 EXECUTION

3.1 INSPECTION AND TESTING LABORATORY SERVICES

A. Contractor shall engage and pay for the services of an independent agency to perform specified quality control and testing services. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

B. Where the City has engaged a testing agency or other entity for testing and inspection of a part of the Work and the Contractor is also required to engage an entity for the same or related element, Contractor shall not employ the entity engaged by the City, unless otherwise agreed in writing with the City.

3.2 DUTIES OF INDEPENDENT TESTING AGENCY

A. Perform inspections, sampling and testing of materials and construction specified with qualified personnel.

B. Cooperate with and notify the Engineer and Contractor promptly of irregularities or deficiencies observed in the work during performance of its services.

C. Testing agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work or perform any duties of the Contractor.

3.3 ASSOCIATED SERVICES

A. Cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:
   1. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
   2. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
   3. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
   4. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
   5. Security and protection of samples and test equipment at the project site.

3.4 REPORT DATA

A. Date of issue.

B. Project title and number.

C. Name, address and telephone number of testing agency.

D. Dates and locations of sample and tests or inspections.

E. Names of individuals making the inspection or test.

F. Designation of the Work and test method.

G. Identification of product and specification section.

H. Complete inspection or test data.

I. Test results and an interpretation of test results.

J. Ambient conditions at the time of sample taking and testing.

K. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.

L. Name and signature of laboratory inspector.

M. Recommendations on retesting.

3.5 MANUFACTURER'S FIELD SERVICES AND REPORTS

A. When specified in individual specification sections, require material or product Suppliers or Manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Engineer in advance of required observations. Observer subject to approval of Engineer.

C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to Manufacturer's written instructions.

D. Submit report within 30 days of observation to Engineer for information.

3.6 TOLERANCES

A. Monitor tolerance control of installed products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with Manufacturer's tolerances.

C. Adjust products to appropriate dimensions; position before securing products in place.

3.7 COORDINATION AND SCHEDULING

A. Coordinate the sequence of activities to accommodate required services with a minimum of delay and avoid the necessity of removing and replacing construction to accommodate inspections and tests.

B. Responsible for scheduling times for inspections, tests, taking samples and similar activities.

3.8 RETESTING

A. The Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.

B. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.

C. If additional testing is specifically requested by the City or Engineer more than the number of tests required per the Contract documents, responsibility for payment shall be as follows:
   1. If an additional requested test fails, the Contractor shall be responsible for all costs associated with the test and any subsequent testing required to obtain a passing test.
   2. If an additional requested test passes, the City shall be responsible for all costs associated with the test.

3.9 DEFECT ASSESSMENT

A. No products, materials or equipment that fails to meet the requirements of the Contract Documents shall be incorporated into the work. Replace Work or portions of the Work not conforming to the specified requirements.

B. If, in the opinion of the City, it is not practical to remove and replace the Work, the City may, on a case-by-case basis and at their discretion, direct an appropriate remedy or adjust payment.

PART 4 MEASUREMENT AND PAYMENT

4.1 All work required herein is incidental to other related work. No measurements or additional payments will be made for work defined herein.

END OF SECTION

SECTION 01 5700

TRAFFIC REGULATION FOR MUNICIAPAL CONSTRUCTION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Construction Traffic Control

1.2 REFERENCES

A. Manual of Uniform Traffic Control Devices, (MUTCD), latest edition.

B. Section 704 of the North Dakota Department of Transportation (NDDOT) Standard and Supplemental Specifications for Road and Bridge Construction, latest edition.

1.3 SUBMITTALS

A. Submit a Traffic Control Plan for City review and approval at the Pre-Construction Conference. If no Pre-Construction Conference is held, Traffic Control Plan shall be submitted prior to site mobilization.

1.4 QUALIFICATIONS

A. Provide a qualified traffic maintenance person with the following minimum qualifications:
   1. Have previous experience working with maintenance and protection of traffic.
   2. Be competent to supervise personnel in traffic maintenance operations.

PART 2 PRODUCTS

2.1 MATERIALS

A. Use only traffic control devices manufactured from materials that are durable, lightweight, rigid and visible, but do not create a hazard when struck.

2.2 ACCESSORIES

A. Barricades: Type III, clear, well maintained and properly marked or lighted for nighttime use.

B. Signs: Utilize signs with messages appropriate to provide adequate construction control. Signs and sign mountings shall conform to Section 704 of the NDDOT Standard Specifications for Road and Bridge Construction, current edition.

C. Cones: A minimum of 28 inches high with 6-inch wide reflectorized white bands, placed 3-4 inches from the top for nighttime use.

D. Lights, delineators and reflectors: Red, yellow or white in color with no less than 12 square inches of reflective area per unit.

E. Delineator Drums: Drums shall be approximately 36 inches in height and minimum of 18 inches in diameter at the top. They shall be constructed of durable plastic with horizontal, circumferential, orange and white reflectorized stripes. The reflectorized stripes shall be fabricated from Type III C, Type IV, or Wide Angle Prismatic flexible reflective sheeting. Delineator drums shall be weighted with sand placed at the bottom of the drum or constructed so that they cannot be blown over or displaced by wind or passing traffic, and do not create a hazard if accidentally struck.

F. Traffic Cones: The cones shall be orange in color, shall be a minimum of 28 inches in height with a broadened base, and fabricated from materials that withstand impact. For nighttime use, cones shall have a minimum 6- inch wide white flexible reflectorized band placed a minimum of 3 inches, but not more than 4 inches, from the top. An additional 4-inch white reflectorized band shall be placed a minimum of 2 inches below the 6 inch band. The cones shall be weighted at the base to prevent overturning by the wind. The reflectorized bands shall be fabricated from Type III C, Type IV or Wide Angle Prismatic flexible reflective sheeting.

PART 3 EXECUTION

3.1 EXAMINATION

A. Visually evaluate traffic conditions to determine which approach has the least impact.

3.2 PREPARATION

A. Provide, erect and place all required traffic control devices in the appropriate locations prior to beginning any construction activity.

3.3 SCHEDULING AND COORDINATION

A. Prior to commencing work, develop and agree to a detailed schedule between the City, Engineer, Utility Companies, the Contractor and Subcontractor(s).

B. Schedule work to reopen a closed intersection in the most expedient manner. Any public road closures shall be approved by the City.

C. Provide access to all residential dwellings and businesses adjacent to this project.

D. All TTC devices shall be removed as soon as practical when they are no longer needed. When work is suspended for short periods of time, TTC devices that are no longer appropriate shall be removed or covered.

3.4 ACCESS ROADS

A. Contractor shall utilize only those roads designated as access roads by the City for access to the project site.

B. Tracked vehicles not allowed on paved areas.

C. Contractor shall install vehicle tracking pads to prevent material tracking onto adjacent roadways.

D. Extend and relocate as Work progress requires, provide detours as necessary for unimpeded traffic flow.

E. Provide unimpeded access for emergency vehicles. Maintain 20 foot (6 m) width driveways with turning space between and around combustible materials.

F. Provide and maintain access to fire hydrants free of obstructions.

3.5 HAUL ROUTES

A. Confine construction traffic to designated haul routes.

B. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

3.6 MAINTENANCE

A. Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, Products, mud, snow, and ice.

B. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water and other deficiencies resulting from construction activities or Contractor's use to pre-construction conditions.

3.7 PROTECTION OF FINISHED WORK

A. Traffic regulation includes protecting finished work from traffic until the finished work has cured, cooled or stabilized enough to handle traffic.

3.8 PROJECT RECORD DOCUMENTS

A. Provide documentation of each day's inspection results and remedial activities at the end of each working day.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. Items as required within the plans and traffic control details.

B. If traffic control is bid by the unit, EACH, on the bid form, EACH unit is defined as listed in “A” above within the plans and traffic control details.

C. If traffic control is bid as a Lump Sum on the bid form, the amount bid must include the appropriate number of units as defined in “A” above within the plans and traffic control details to properly complete the project.

4.2 PAYMENT

A. Include all costs associated with the requirements listed herein in the lump sum price bid for traffic control.

B. Payment for EACH will be made according to the actual units approved by the Engineer in the field.

C. If no bid item is provided payment will be incidental to other related items of work.

END OF SECTION

SECTION 01 6001

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products.

B. Transportation and handling.

C. Storage and protection.

D. Product options.

E. Substitutions.

1.2 RELATED SECTIONS

A. Instructions to Bidders: Product options and substitution procedures

B. Section 01 0130 - Submittals: Submittal procedures.

C. Section 01 4001 - Quality Control: Product quality monitoring.

1.3 SUBMITTALS

A. See Section 01 0130 - Submittals for submittal requirements and procedures.

B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.1 PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the City, or otherwise indicated as to remain the property of the City, become the property of the Contractor; remove from site.

PART 3 EXECUTION

3.1 TRANSPORTATION AND HANDLING

A. Transport and handle Products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are

correct, and Products are undamaged.

C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

3.2 STORAGE AND PROTECTION

A. Store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible.

B. Store sensitive Products in weather tight, climate-controlled enclosures.

C. For exterior storage of fabricated Products, place on sloped supports, above ground.

D. Provide off-site storage and protection when site does not permit on-site storage or protection.

E. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.

F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

G. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

H. Arrange storage of Products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

3.3 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

3.4 SUBSTITUTIONS

A. Instructions to Bidders specifies time restrictions for submitting requests for Substitutions during the bidding period and the documents required. Any products approved during the bidding period will be identified by Addendum.

B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.

C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

D. A request constitutes a representation that the Contractor:
   1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
   2. Will provide the same warranty for the Substitution as for the specified Product.
   3. Will coordinate installation and make changes to other Work which may be required for the work to be complete with no additional cost to City.
   4. Waives claims for additional costs or time extension which may subsequently become apparent.

E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

F. Substitution Submittal Procedure:
   1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
   2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
   3. The City will notify Contractor in an addendum of decision to accept or reject request.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT AND PAYMENT

A. All work described herein is incidental to other related items of work. No measurement or additional payment will be considered.

END OF SECTION

SECTION 01 7001

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Closeout procedures, final cleaning, adjusting, project record documents, warranties, spare parts, and maintenance materials.

1.2 REFERENCE

A. Contract Documents

1.3 OPERATIONS AND MAINTENANCE DATA

A. Every individual component supplied for the project shall be identified in the operations and maintenance manual which shall be assembled as follows:
   1. Each O&M manual shall be divided into a minimum of two volumes.
   2. Volume One shall contain at least the following:
      a. Final tag list.
      b. Detailed floor plan showing location of each tagged piece of equipment.
      c. An overview of the plant, the process equipment, and the control system and how the plant's systems and subsystems interact and are controlled.
      d. Complete description prepared by the Process Equipment Supplier of each system and subsystem and component with cross reference to tag number.
      e. Complete operating and maintenance instructions for each and every item of equipment (referencing tag number), setting forth in detail and step-by-step the procedure for starting, stopping, operating and maintaining the entire system as installed. A schedule of recommended maintenance intervals shall also be included.
      f. Any special emergency operating instructions and a list of service organizations, including addresses and telephone numbers, capable of rendering emergency service to the various parts of the system.
      g. Procedures for normal operation, trouble shooting, routine data analysis, water analysis, interpretation of data, etc.
      h. h. A section on plant safety in general and for each system.
      i. Appendices to Volume One shall include the following:
         1) P & I.D.'s and mechanical, electrical and instrumentation installation drawings on 11" x 17" size paper.
         2) Copy of final control system ladder logic.
         3) A complete valve tag list, including the name and function of the pipe in which the valve is mounted.
         4) All manufacturer's equipment guarantees and warranties.
   3. Volume Two shall contain, at lease, the following:
      a. Manufacturer's manuals for each piece of equipment including individual components and subsystems of complete assemblies. The section of the manual on operation shall describe the function of each component and its relationship to the system of which it is a part. Where several models, options or styles are described, the manual shall identify the items actually provided.
      b. Blue line prints or reviewed shop drawings or reviewed shop drawing and diagrams of all systems.
      c. Certified equipment drawings or reviewed shop drawing data clearly marked for equipment furnished.
      d. Complete parts list of all replaceable parts, their part numbers and the name and address of the nearest vendor.

4. All documents shall be delivered in a digital format before project closeout.

1.4 QUALITY ASSURANCE

A. All equipment must be properly labeled as directed by the Manufacturer or in the technical specifications.

1.5 WARRANTY

A. Provide duplicate notarized copies.

B. Execute and assemble transferable warranty documents from Subcontractors, Suppliers, and Manufacturers.

C. Submit prior to final Application for Final Payment.

PART 2 NOT

APPLICABLE PART 3

EXECUTION

3.1 PREPARATION

A. Execute final facility cleaning prior to final project assessment.

B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.

C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate for the surface and material being cleaned.

D. Clean operating equipment components and accessories such as filters.

E. Clean debris from drainage systems.

F. Clean site, sweep paved areas, rake clean landscaped surfaces.

G. Remove waste and surplus materials, rubbish, and construction facilities from the site.

H. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.2 SCHEDULING AND COORDINATION

A. Coordinate with City on how project is taken over and operated during transition.

3.3 TOLERANCES

A. Verify that all specified tolerances are being met.

3.4 PROTECTION OF FINISHED WORK

A. Protect all finished work until City accepts responsibility.

3.5 PROJECT RECORD DOCUMENTS

A. Provide to Engineer one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.

3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Reviewed Shop Drawings, Product Data, and Samples.
6. Manufacturer's instructions for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by City.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by Addenda and modifications.

F. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finished first floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract Drawings.

G. Submit Operations and Maintenance Manual bound in 8½ x 11 inch text pages, capacity expansion binders with durable covers.
1. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project and subject matter of binder when multiple binders are required.
2. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
3. Prepare a Table of Contents for each volume, with each product or system description identified.
4. Submit 1 draft copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned, with Engineer comments. Revise content of all document sets as required by Engineer prior to final submission.
5. Submit 3 sets of revised final volumes, within 10 days after final inspection.

H. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.

3.6 SPARE PARTS AND MAINTENANCE MATERIALS

A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual technical specification sections.

B. Deliver to location as directed by Engineer.

PART 4 MEASUREMENT AND PAYMENT

4.1 MEASUREMENT

A. Measurement for this item of work will not be required.

4.2 PAYMENT

A. Payment will be incidental to related equipment and other items of work.

END OF SECTION

CITY OF Dickinson North Dakota

Engineering Memorandum

November 12, 2026

RE: November 17th Commission Meeting

202518 – WRF PRELIMINARY TREATMENT IMPROVEMENTS – ELECTRICAL REPAIRS – AWARD TO YES, LLC.

For your consideration is an award for the project number 202518 – Water Reclamation Facility (WRF) PRELIMINARY TREATMENT IMPROVEMENTS – Electrical Repairs project.

Project scope of work includes:

- Repair all degraded electrical copper conductors due to Hydrogen Sulfide (H2S) gas.
- Replace damaged electrical components.

A bid opening was held on October 26th, 2026, at which no bids were received. This project is deemed essential to facility operation and the public welfare, Yes, LLC (Yes). was approached to provide a bid for the scope of work as this contractor completed the initial assessment of the facility. Yes has provided a bid submittal of **$305,080.00**.

> As no bids were received for the electrical repairs of the Pretreatment Facility and these repairs are critical to the continued operation of the facility, this constitutes an "Emergency Situation" per NDCC 48-01.2. In an emergency situation, a governing body may contract for the construction of a public improvement without seeking bids.
>
> A corrosion inspection was done, by YES, LLC., on the Pretreatment Facility, to determine the extent of H2S damage. As YES, LLC. is the most familiar with the current situation, City staff have decided to approach YES, LLC for the contract.

The construction is planned to be completed during 2027. The project was budgeted in the 2026 and 2027 CIP plan and will be funded with Cash on Hand.

The City Attorney is reviewing the contract documents.

The city engineering and public works staff recommend approval pending legal review.

CITY OF Dickinson North Dakota

Engineering Memorandum

October 27, 2026

RE: **City of Dickinson Project No. 202518 – WRF Preliminary Treatment – Electrical Repairs – Emergency Response to No Bids Received**

The City of Dickinson's (City) Water Reclamation Facility's (WRF) Preliminary Treatment Building has corrosion damage in its' electrical system due to the presence of Hydrogen Sulfide (H2S) in the wastewater system. In response to this, City staff contracted YES, LLC to perform a Corrosion Investigation to determine the extent of the damage. YES, LLC provided a report detailing the extent of the H2S damage. NDCC 48-01.2-04(2) provides that if a governing body declares an emergency situation, the governing body may contract for the construction of a public improvement without seeking bids. North Dakota Century Code Chapter 48-01.2 defines an ""Emergency situation" as a "sudden generally unexpected occurrence that requires immediate action to protect public health, safety, or property and which ends when the immediate threat to public health, safety, or property ceases and services are restored. The term does not include a lack of planning on the part of the governing body, architect, engineer, landscape architect, or contractor."

The City performed its due diligence and did advertise a bid opportunity to solicit Bid Proposals to perform electrical repairs at the City's Preliminary Treatment Building based on YES, LLC's Corrosion Report. It was advertised, per North Dakota Century Code, via Dickinson Press, on September 24th, 2026; October 1th, 2026; and October 8th, 2026. On October 26, 2026, the Bid Opening for Project No. 202518 – WRF Preliminary Treatment – Electrical Repairs was held. Unfortunately, no bids were received.

The City cannot delay the start of the electrical repairs. The damage to the public and environment that a failed a preliminary treatment facility will cause, constitutes an "Emergency Situation" by definition.

Kristopher Keller P.E.

Senior Engineer

CITY OF Dickinson North Dakota | ENGINEERING & COMMUNITY DEVELOPMENT

BID TAB

Project: 202518 - WRF Preliminary Treatment Improvement - Electrical Repairs

October 26th, 2026 | 3:00 PM | Dickinson City Hall

Bidder	Addenda 1	Site Visit 1	Separate Bid Security Envelope		Bid Envelope			Bid
			5% Bid Bond	Contractor License	Section 00410	Section 00420	Certification Regarding Debarment	
None								

Certification:

I certify that **NO** bids were received and opened on Monday, October 26, 2026 at 3PM MST at Dickinson City Hall, 38 1st Street West, Dickinson, ND 58601.

Signature: Joshua M. Sklovsky

Printed Name / Title: Joshua M. Sklovsky
Engineer - Community Development Director