

AGENDA
MANDAN CITY COMMISSION
APRIL 1, 2014
ED "BOSH" FROEHLICH MEETING ROOM,
MANDAN CITY HALL
5:30 P.M.
www.cityofmandan.com

-
- A. ROLL CALL:
1. Roll call of all City Commissioners.
- B. APPROVAL OF AGENDA:
- C. PUBLIC COMMUNICATIONS:
- D. MINUTES:
1. Consider approval of the minutes from the March 18, 2014 Board of City Commission meeting.
- E. PUBLIC HEARING:
- F. BIDS:
1. Consider award of Mandan Lift Station Central Alarm System bid contract to Edling Electric, Inc.
- G. CONSENT AGENDA:
1. Consider approval of beer garden street dance application for Buggies-n-Blues, all Class Reunion, Wild West Grill Fest and Oktoberfest all for Mandan Progress Organization.
2. Consider approval of 2014 Police Budget Amendment of funds.
3. Consider approval of Missouri Valley Addition Replat.
4. Consider for approval Collins Substation final plat and request to annex remainder of property. (Res. & Ord. No. 2)
5. Consider approval of Site Authorization for Abate of ND at the Hideaway Bar from July 1, 2014 through June 30, 2015.
6. Consider the following proclamations:
i. Designating May 2, 2014 as Arbor Day in the city of Mandan.
ii. Designating the week of May 5-9, 2014 as project HOPE Week in Mandan, ND.
7. Consider budget amendment for purchase of utility tractor for Wastewater Treatment Plant.
8. Consider approval of out-of-state training/conferences for Business Development & Communications Director.
9. Consider Approval of Engineering Services Agreement for Wastewater Treatment Plant Optimization Project.
10. Consider games of chance for Lynn Freeman Independent Consultant for Cancer Benefit at Stage Stop on April 26, 2014.

*Agenda
Mandan City Commission
April 1, 2014
Page 2 of 2*

H. OLD BUSINESS:

I. NEW BUSINESS:

1. Consider approval of Resolution approving plans and specs and approval of Resolution directing advertisement for bids for Street Improvement District No. 194, Project 2014-12 (Developer's West Acres, Ventures and Crown Point).
2. Consider approval of Resolution approving plans and specs and approval of Resolution directing advertisement for bids for Street Improvement District No. 195, Project 2014-13 (Roughrider's).

J. RESOLUTIONS AND ORDINANCES:

1. First consideration of Ordinance 1181 related to Shared Leave Policy.
2. First consideration of Ordinance 1182 annexing Collins Substation property.

K. OTHER BUSINESS:

L. FUTURE MEETING DATES FOR BOARD OF CITY COMMISSIONERS:

1. April 15, 2014
2. April 29, 2014 – 6:00 p.m. – Working Session
3. May 6, 2014
4. May 20, 2014

M. ADJOURN

Public Communication

A scheduled time for public participation has been placed on the agenda at Mandan City Commission meetings. The Board desires to hear the viewpoints of citizens throughout the City. Individuals wishing to address the Board are encouraged to make arrangements with the Board President or the City Administrator prior to the meeting. Comments should be made to the Board and not to individuals in the audience and be related to City operations and programs. The Board will not hear personal complaints against any person connected with the City. If a citizen would like to add a topic to the agenda, arrangements must be made in advance with the City Administrator or Board President. The Board reserves the right to eliminate or restrict the time allowed for public participation. The Board requests that comments are limited to three (3) minutes or less. Groups of individuals addressing a common concern are asked to designate a spokesperson.

The Mandan City Commission met in regular session at 5:30 p.m. on March 18, 2014 in the Ed “Bosh” Froehlich Room at City Hall, Mandan, North Dakota. Commissioners present were Van Beek, Tibke, Rohr, and Braun. Department Heads present were Finance Director Welch, Police Chief Bullinger, City Attorney Brown, City Administrator Neubauer, Director of Public Works Wright, Fire Chief Nardello, Business Development and Communications Director Huber, Planning & Engineering Director Froseth, Planner Decker, Assessor Shaw, and Building Official Lalim. Absent: Commissioner Frank.

B. APPROVAL OF AGENDA: Commissioner Tibke motioned to approve the Agenda as presented. Commissioner Rohr seconded the motion. The motion received unanimous approval of the members present. The motion passed.

C. PUBLIC COMMUNICATIONS: Mayor Van Beek invited anyone to come forward to address items on the Agenda. A second announcement was made to speak for or against items on the Agenda. Hearing none, this portion of the Public Communications was closed.

D. MINUTES:

1. *Consider approval of the following minutes from the Board of City Commission regular meeting held March 4, 2014.* Commissioner Tibke moved to approve the minutes as presented. Commissioner Braun seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

E. PUBLIC HEARING:

F. BIDS:

1. *Consider the award of Bids for the Water Meter Improvements Project.* Ken Weber, AE2S reviewed with the Board the bids received for the Water Meter project. There were two bids received. The low bidder was Thirkettle Corporation. The bid included an alternate addition bid for a fixed network automated meter reading system. The first bid was from Thirkettle Corporation for \$1,389,194.59 and the second bid was from Ferguson Enterprises in the amount of \$1,663,873.17. The low bid for the alternate addition was from Thirkettle Corporation for \$131,440.00 and the second alternate addition bid was from Ferguson Enterprises for \$517,430.62. After consulting with City Staff, the recommendation of AE2S is to do Contract 1 which is replacing the meters and putting in new radios so there is a consistent system throughout the city and also doing the addition in the alternate. The total of the two low bids from Thirkettle Corporation is \$1,520,634.59. The engineer’s estimate was at \$2.4 to complete the project. He stated that the recommendation is contingent upon receiving an updated Propagation Study. The Propagation Study basically shows that they are able to pick up the radios at specific locations and that there are a high enough number of meters read without having to expand the system. A new Propagation Study was presented yesterday which met those requirements. The Department of Health has approved the project and

they have approved the loan. However, the contingency is that the Department of Health will need to approve the bid award.

Commissioner Rohr moved to approve the bid award to Thirkettle Corporation in the amount of \$1,520,634.59 for the Water Meter Improvements Project which includes the alternate addition bid for a fixed network automated meter reading system contingent on the Propagation Study covering 98% and contingent upon approval of the bid award by the Department of Health.

Commissioner Tibke seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

G. CONSENT AGENDA

1. *Consider approval of monthly bills.*
2. *Consider approval of Expenditure Budget amendments for Fiscal Year 2013.*
3. *Consider transfer of funds from the General Fund 2013 Budget to the 2014 Budget.*
4. *Consider approval of the 2014 Fire Hydrant Painting agreement with HIT Inc.*
5. *Consider transfer of funds from the Cemetery and Utility Department's 2013 Budget to the 2014 Budget.*
6. *Consider transfer of funds from the IT Department 2013 Budget to the 2014 Budget.*
7. *Consider nomination of SSBCI loan committee alternate.*
8. *Consider transfer of funds from the Police Department 2013 Budget to the 2014 Budget.*
9. *Consider transfer of funds from the Growth Fund 2013 Budget to the 2014 Budget.*
10. *Consider Approving Engineering Service Agreement with Wenck Associates for Street Improvement District Projects.*
11. *Consider deferred market adjustments resulting from the City's Salary Plan.*
12. *Consider Proclaiming April 1, 2014, as Mayor's Day of Recognition for National Service in Mandan.*

Commissioner Tibke moved to approve the Consent Agenda as presented. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

H. OLD BUSINESS:

I. NEW BUSINESS:

1. *Discussion related to a shared leave policy.* City Administrator Neubauer stated that the City of Mandan is looking at adopting a policy related to shared leave in which an employee that does not have accumulated annual or sick leave to use in the case of illness or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition that has caused or is likely to

cause the employee to take leave without pay or terminate employment. Other employees would have an opportunity to donate sick or annual leave to that employee subject to certain rules and conditions. He stated that the draft policy was created from the State of North Dakota's policy/statute. He also indicated that he has reviewed the City of Bismarck's leave/share policy and that this type of a policy has been adopted by many other entities.

City Administrator Neubauer reviewed some of the suggested conditions of the shared leave policy:

- > Another employee is suffering from or has a relative suffering from a severe injury, impairment, or physical or mental health condition that is likely to take leave without pay or terminate employment;
- > The receiving employee has exhausted or will exhaust all annual leave or compensation because of the medical condition or that of a relative.
- > The donated-to employee would have to be in good standing with the City of Mandan.
- > All donated leave must be given voluntarily.
- > The employee cannot give more than 5% of the employee's accrued leave hours. Leave time must be donated in full hour increments.
- > The mayor may grant a leave of absence not to exceed 20 work days to an employee for the purpose of an organ or bone marrow donation.

Commissioner Braun moved to request that City Attorney Brown draft an ordinance that would allow an employee to share a portion of their accrued sick time benefits with another employee who has exhausted or does not have any accrued sick time.

Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

J. RESOLUTIONS AND ORDINANCES:

City Finance Director Greg Welch stated that Resolutions No. 1 and No. 2 relate to the same item but they are separate Resolutions and require separate motions. He stated that in 2013 the City of Mandan was approved by the Industrial Commission of North Dakota for a loan in the amount of \$2.4 million from the North Dakota Public Finance Authority's Clean Water State Revolving Fund Program to finance the water meter replacement project of which the bids were approved today. The City will only borrow what it needs for the projects. However, since the City has been approved for up to \$2.4 million what is now before the Commission are the required Resolutions which finalize the loan agreement between the City and the State.

1. *Consider Resolution Authorizing Undertaking for Municipal Improvement Consisting of Water Meter Improvements.* Commissioner Tibke moved to approve the Resolution Authorizing Undertaking for Municipal Improvement Consisting of Water Meter Improvements. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

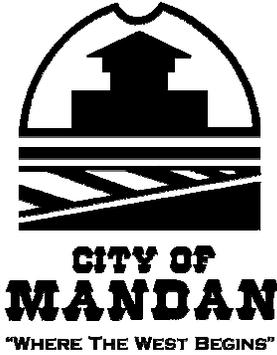
2. *Consider Resolution Authorizing the Issuance of Water Improvement Interim Certificates of 2014, Series A and Water Improvement Revenue Bonds of 2014, Series A.* Commissioner Tibke moved to approve the Resolution Authorizing the Issuance of Water Improvement Interim Certificates of 2014, Series A and Water Improvement Revenue Bonds of 2014, Series A. Commissioner Rohr seconded the motion. Roll call vote: Commissioner Rohr: Yes; Commissioner Tibke: Yes; Commissioner Frank: Absent; Commissioner Braun: Yes; Commissioner Van Beek: Yes. The motion passed.

K. OTHER BUSINESS

There being no further actions to come before the Board of City Commissioners, Commissioner Tibke moved to adjourn the meeting at 5:48 p.m. Commissioner Braun seconded the motion. The motion received unanimous approval of the members present. The motion passed.

James Neubauer,
City Administrator

Arlyn Van Beek,
President, Board of City
Commissioners



Board of City Commissioners

Agenda Documentation

MEETING DATE:	April 1, 2014
PREPARATION DATE:	March 27, 2014
SUBMITTING DEPARTMENT:	Public Works
DEPARTMENT DIRECTOR:	Jeff Wright
PRESENTER:	Ken Weber, Project Manager, AE2S
SUBJECT:	Consider award of Mandan Lift Station Central Alarm System bid contract to Edling Electric, Inc.

STATEMENT/PURPOSE: Consider awarding the Mandan Lift Station Central Alarm System bid to Edling Electric, Inc. in the amount of \$246,800.00. We received 2 bids, they were reviewed and verified for accuracy and Edling Electric, Inc. is the apparent low bidder.

BACKGROUND/ALTERNATIVES: The proposed project is a project taken from the City Master Plan to upgrade the alarm system for our existing lift stations and in August of 2013 the bids were rejected by the City Commission. At that time we received two bids in the amount of \$696,902.45 and \$826,610.00, the Engineer's Estimate for the total project was \$350,000. The increase in cost was attributed to the lack of competition and scheduling requirements of the project. It was determined by the engineer and City Staff that the low bid was in excess of the project estimate and current budget. We looked at alternative designs and re-scoping the project before going out for the re-bid. A change made to the project was to utilize wireless communication through Verizon Wireless versus radio communication which required additional costs in radios and antennas. Bids for the new proposed project were \$246,800.00 (Edling Electric) and \$253,638.19 (Integrated Process Solutions). The engineer's estimate for the new project was \$217,600.

The project is anticipated to start around June 1, 2014 with a completion date of November 15, 2014.

ATTACHMENTS: Recommendation letter from AE2S, Bid Tab Summary Sheet.

FISCAL IMPACT: The project is part of a multi-project State Revolving Fund low interest loan already in place.

Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider award of Mandan Lift Station Central Alarm System bid contract to Edling Electric, Inc.

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STAFF IMPACT: Minimal.

LEGAL REVIEW: Documents have been sent to Attorney Brown for his review.

RECOMMENDATION: Award bid contract to Edling Electric, Inc. in the amount of \$246,800.00. Award of the contract is contingent upon review and approval of the North Dakota Department of Health.

SUGGESTED MOTION: Move to award bid contract to Edling Electric, Inc. in the amount of \$246,800.00 contingent to Health Department approval.

Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider award of Mandan Lift Station Central Alarm System bid contract to Edling Electric, Inc.

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March 27, 2014

To the President and Commissioners
of the Mandan Board of City Commissioners
c/o Jeff Wright, Public Works Director
205 2nd Avenue NW
Mandan, ND 58554-3125

**Re: Central Lift Station Monitoring System Improvements
Mandan, North Dakota**

Honorable Commissioners:

Bids for the referenced Project were opened on Wednesday, March 26, 2014. Two General Contractors submitted Bids for the Work. The Contractors submitted the required Bid Bonds, Contractor's Licenses, acknowledged the Addendum, and signed their Bids. The Bids were examined for errors and irregularities. One Bid contained a mathematical error but it did not affect the Bid ranking. The corrected number is reflected on the attached bid tabulation.

The low Bid was submitted by Edling Electric, Inc. in the amount of \$246,800.00. The engineers estimate for the project was \$217,600.00. Edling Electric is a known, reputable Contractor, and has completed many projects for the City of Mandan. **As such, we recommend awarding the Contract to Edling Electric, Inc. Award of this Contract is contingent upon review and approval by the North Dakota Department of Health.**

Included herewith are certified copies of the Bidder proposals, corresponding Bid Bonds, and four (4) copies of the Notice of Award for review by the City Attorney and execution, if acceptable. Also attached, please find one (1) copy of the detailed Bid Tabulation.

Once the Notices of Award are executed by the City, please return all Documents to AE2S. We will forward the Notices of Award and the Agreements to the low bidder and return the unsuccessful Bid to the appropriate Contractor. The successful bidder is required to acknowledge the Award, execute the Agreements (on their part), and return both with the required supporting documentation (Performance Bonds, insurance certificates, etc.) within fifteen days. Upon receipt of the returned documentation, they will be reviewed and forwarded to the City for review and final execution, if acceptable. Once the Agreements are fully executed, we will issue the Notice to Proceed.

Advanced Engineering and Environmental Services, Inc.

1815 Schafer Street, Suite 301 • Bismarck, ND 58501 • (t) 701-221-0530 • (f) 701-221-0531

Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider award of Mandan Lift Station Central Alarm System bid contract to Edling Electric, Inc.

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President and Commissioners
of the Mandan Board of City Commissioners
Re: **Mandan Central Lift Station Monitoring Improvements**
March 27, 2014
Page 2 of 2

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

Submitted in Service,

AE2S



Kenneth J. Weber, PE
Project Manager

Enclosures (Bid Tabulation Summary, Detailed Bid Tabulation, Two Certified Bid Packages)

Cc. Elizabeth Tokach Duran, North Dakota Department of Health

Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider award of Mandan Lift Station Central Alarm System bid contract to Edling Electric, Inc.

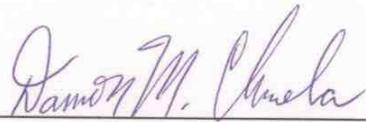
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Central Lift Station Monitoring System Improvements
Mandan, ND
P00510-2012-027 051
Bid Opening 4:00 PM, March 26, 2014

Contractor	Acknowledge Addendum 1	Contractor License	Bid Bond	MBE/WBE Solicitation Information	CWSRF Certification Regarding Disbarment	Bid Form	Contract No. 1
1 Edling Electric, Inc.	✓	✓	✓	✓	✓	✓	\$246,800.00
2 Integrated Process Solutions	✓	✓	✓	✓	✓	✓	\$253,638.19*
<i>Engineer's Estimate</i>							\$217,600.00

*Different from As Read total because of math error.

Respectfully Submitted by:



Damon Chmela, PE

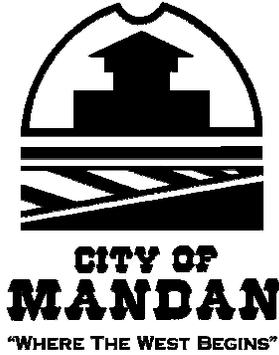


Advanced Engineering and Environmental Services, Inc.
1815 Schafer St., Ste. 301
Bismarck, ND 58501
Tel: 701-221-0530
Fax: 701-221-0531

Central Lift Station Monitoring System Improvements
 Mandan, ND
 P00510-2012-027 051
 Detailed Bid Tab

No. Item	Qty.	Unit	Edling Electric, Inc.		Integrated Process Solutions	
			Unit Price	Extended Price	Unit Price	Extended Price
A. Contract Requirements						
1. Bonding & Insurance	1	LS	2,600.00	2,600.00	6,500.00	6,500.00
2. Mobilization	1	LS	13,000.00	13,000.00	9,000.00	9,000.00
B. Individual Site Improvements						
1. 19 th St.	1	LS	5,000.00	5,000.00	6,300.34	6,300.34
2. 40 th Ave.	1	LS	5,000.00	5,000.00	6,095.92	6,095.92
3. Football	1	LS	5,000.00	5,000.00	6,595.92	6,595.92
4. Highland Road	1	LS	7,000.00	7,000.00	8,418.92	8,418.92
5. Hwy 1806	1	LS	7,000.00	7,000.00	8,524.31	8,524.31
6. Kinsella	1	LS	6,000.00	6,000.00	6,919.00	6,919.00
7. Kist Livestock	1	LS	15,000.00	15,000.00	11,627.69	11,627.69
8. Lakewood Dr.	1	LS	10,000.00	10,000.00	6,861.95	6,861.95
9. Marina Bay	1	LS	5,000.00	5,000.00	5,544.00	5,544.00
10. Master	1	LS	6,500.00	6,500.00	9,947.82	9,947.82
11. McKenzie Dr.	1	LS	7,000.00	7,000.00	8,951.23	8,951.23
12. Midway Lanes	1	LS	15,000.00	15,000.00	11,534.16	11,534.16
13. Old Red Trail	1	LS	8,000.00	8,000.00	9,201.23	9,201.23
14. Pirates Loop	1	LS	11,000.00	11,000.00	6,986.95	6,986.95
15. Porsborg	1	LS	5,500.00	5,500.00	5,544.00	5,544.00
16. River Bend	1	LS	7,000.00	7,000.00	7,495.52	7,495.52
17. Riverwood Dr.	1	LS	7,000.00	7,000.00	6,986.95	6,986.95
18. State Industrial School (SIS)	1	LS	11,000.00	11,000.00	9,451.23	9,451.23
19. Speedway	1	LS	7,500.00	7,500.00	7,972.84	7,972.84
20. Terra Vallee	1	LS	7,500.00	7,500.00	9,076.23	9,076.23
21. Twin City Dr.	1	LS	7,100.00	7,100.00	9,201.23	9,201.23
22. Viaduct	1	LS	8,000.00	8,000.00	9,451.23	9,451.23
23. Weedas	1	LS	5,500.00	5,500.00	6,624.76	6,624.76
24. Whey To Go	1	LS	5,500.00	5,500.00	6,624.76	6,624.76
C. Site Work						
1. Erosion Control	1	LS	2,100.00	2,100.00	1,200.00	1,200.00
D. Cash Allowance						
1. HMI Software and Computer Hardware	1	LS	45,000.00	45,000.00	45,000.00	45,000.00
Total CONTRACT No. 1						253,638.19*

*Different from "As Read" results because of math error.



Consent No. 1

Board of City Commissioners

Agenda Documentation

MEETING DATE: April 1, 2014
PREPARATION DATE: March 27, 2014
SUBMITTING DEPARTMENT: City Administrator
DEPARTMENT DIRECTOR: Jim Neubauer, City Administrator
PRESENTER: Jim Neubauer, City Administrator
SUBJECT: Beer Garden – Street Dance Application for MPO

STATEMENT/PURPOSE: To consider a Beer Garden – Street Dance Application.

BACKGROUND/ALTERNATIVES: We received a Street Dance Beer Garden application for the Mandan Progress Organization summer events. Buggies-n-Blues, All Class Reunion, Wild West Grill Fest and Oktoberfest. Everything is in proper order as in previous years.

ATTACHMENTS: Available in Auditor's Office

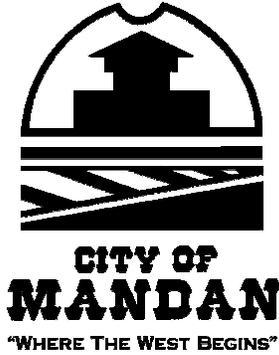
FISCAL IMPACT: minimal

STAFF IMPACT: minimal

LEGAL REVIEW: n/a

RECOMMENDATION: Recommend approval of these Beer Garden Street Dances, as all departments have signed off on their approval.

SUGGESTED MOTION: I move to approve the applications.



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 1, 2014
PREPARATION DATE: March 25, 2014
SUBMITTING DEPARTMENT: Police
DEPARTMENT DIRECTOR: Chief Dennis A. Bullinger
PRESENTER: Chief Dennis A. Bullinger
SUBJECT: 2014 Police Budget Amendment

STATEMENT/PURPOSE: The Mandan Police Department is requesting a Budget Amendment of funds from Motor Vehicle Repairs into Capital Outlay, Vehicle Purchases, 2014 budget.

BACKGROUND/ALTERNATIVES: The police department currently has an inventory of six marked patrol vehicles which are used by uniform patrol staff. Each budget cycle two vehicles are rotated out from service and replaced with new vehicles purchased under a state contract awarded to specific dealers. The two vehicles for the 2014 rotation have been ordered and delivered.

On March 4th, 2014 one of the six patrol vehicles scheduled for replacement in 2015 was damaged in a traffic crash. On March 13th I learned that the vehicle was considered totaled and the city was going to be compensated \$24,000.00 for replacement plus cost for equipment removal and installs of equipment into another vehicle. I also learned that March 13th, was the last day in which we could order a vehicle under the current state bids. An order to replace the damaged vehicle was placed after consulting with the city finance office.

Cost under the state bid contract for the police vehicle is \$26,291.00, a difference of \$2,291.00 above the insurance compensation of \$24,000.00.

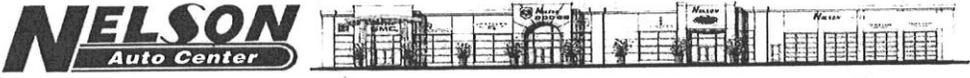
I am therefore asking approval to transfer \$2,300.00 from the police 2014, Motor Vehicle Repairs budget into Capital Outlay, Vehicle Purchases.

ATTACHMENTS: Nelson Auto Center Purchase Order

FISCAL IMPACT: The transfer of \$2,300.00.

STAFF IMPACT: N/A

SUGGESTED MOTION: Move to approve the budget amendment request of the Police Department, in transferring \$2,300.00 from Motor Vehicle Repairs into Capital Outlay for 2014.



Fleet Department 2228 College Way • PO Box 338 • Fergus Falls, MN 56538-0338
 218-998-8864 • 800-477-3013 Ext. 8864 • Fax 218-998-8813 • www.nelsonfergusfalls.com

VEHICLE QUOTE NUMBER Mandan PD K8A

Sold To: Mandan, ND, City of Date: 03/12/2014
 Attn: Dave Mills Phone: 701-667-3251
 Address: 205 1st Ave NW FAX: 0
 Mandan, ND 58554 Salesperson: Sue Kugler

Key Code: Ignition/Door:

Stock No.	Year	Make	Model	New/Used	Vehicle ID Number
Mandan PD K8A	2014	Ford Interceptor	AWD Utility Color: White / Black Cloth/Vinyl	New	0

Price of Vehicle SSP7-7 \$26,291.00
 Options & Extras \$0.00
 Includes full rubber floor in lieu of carpet

Delivery Included
 Subtotal \$26,291.00
 Trade - In
 Total Cash Price \$26,291.00

Your Purchase Order # Project # SSP7-7

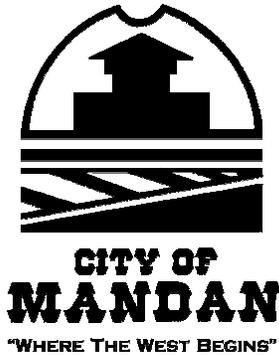
Thanks for your business!

Ship To / Lessee / End User: Mandan, ND, City of Phone: 701-667-3251
 Dave Mills
 Police Dept.
 205 1st Ave NW
 Mandan, ND 58554

Signed Dennis A Bullinger and initialed DAB
 Printed Name Dennis A Bullinger and Date 3-13-14

Mandan K8A.123

* Equal Employment Opportunity/Affirmative Action Employer *



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 1, 2014
PREPARATION DATE: March 25, 2014
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, Principal Planner
SUBJECT: Consider for approval Missouri Valley Addition Replat

STATEMENT/PURPOSE: Consider for approval Missouri Valley Addition Replat.

BACKGROUND/ALTERNATIVES: The original plat provided for 3 lots configured north to south. This replat divides the 3 lots into 8 lots.

A ½ right-of-way is provided for 31st St. NW approximately half way into the property. Due to topography, 31st St. NW will need to be curved to the north when extended farther west.

The western lots will have access from 31st St. NW utilizing an access easement across the parking lots.

Lot 5 also has access from Big Sky Estates to the west.

Development will include apartments and commercial.

A stormwater management plan has been submitted, reviewed and approved. Detention facilities in Big Sky Estates impact this development. Discussions with the developer of Big Sky Estates are on-going to complete that development in the near future. This area is tributary to the Tesoro wetlands.

The Planning and Zoning Commission voted unanimously at their March 24, 2014 meeting to recommend approval of this replat.

ATTACHMENTS:

1. Map
2. Plat
3. P & Z Staff Report

Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider for approval the Missouri Valley Addition Replat

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FISCAL IMPACT: minimal

STAFF IMPACT: minimal

LEGAL REVIEW: All commission data has been forwarded to the City Attorney for his review.

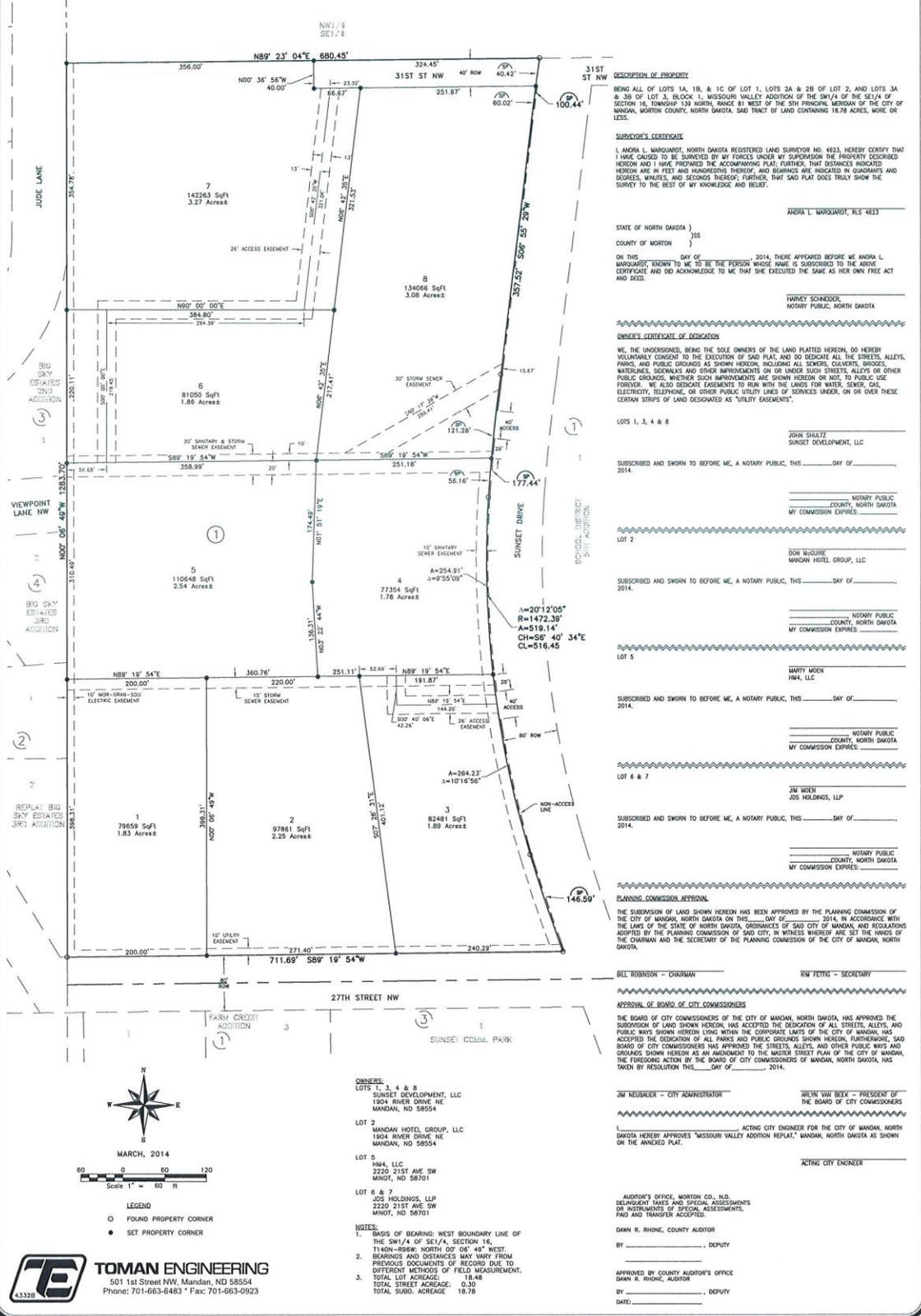
RECOMMENDATION: The Engineering and Planning Office recommends approval.

PROPOSED MOTION: Based on the recommendation of the Planning and Zoning Commission, move to approve the Missouri Valley Addition Replat.



MISSOURI VALLEY ADDITION REPLAT

TO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA
 ALL OF LOTS 1A, 1B, & 1C OF LOT 1, LOTS 2A & 2B OF LOT 2, AND LOTS 3A & 3B OF LOT 3,
 BLOCK 1, MISSOURI VALLEY ADDITION OF THE SW1/4 OF THE SE1/4 OF SECTION 16, T139N-R81W



DESCRIPTION OF PROPERTY
 BEING ALL OF LOTS 1A, 1B, & 1C OF LOT 1, LOTS 2A & 2B OF LOT 2, AND LOTS 3A & 3B OF LOT 3, BLOCK 1, MISSOURI VALLEY ADDITION OF THE SW1/4 OF THE SE1/4 OF SECTION 16, TOWNSHIP 139 NORTH, RANGE 81 WEST OF THE 5TH PRINCIPAL MERIDIAN OF THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA, SAID TRACT OF LAND CONTAINING 18.18 ACRES, MORE OR LESS.

SURVYOR'S CERTIFICATE
 I, ANDREA L. MARQUARDT, NORTH DAKOTA REGISTERED LAND SURVYOR NO. 4823, HEREBY CERTIFY THAT I HAVE CAUSED TO BE SURVEYED BY MY FORCES UNDER MY SUPERVISION THE PROPERTY DESCRIBED HEREON AND I HAVE PREPARED THE ACCOMPANYING PLAT. FURTHER, THAT BEARINGS INDICATED HEREON ARE IN FEET AND HUNDRETHS THEREOF, AND BEARINGS ARE INDICATED IN QUADRANTS AND DEGREES, MINUTES, AND SECONDS THUSFOOT, FURTHER, THAT SAID PLAT DOES TRULY SHOW THE SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ANDREA L. MARQUARDT, RLS 4823

STATE OF NORTH DAKOTA)
 COUNTY OF MORTON) SS

ON THIS _____ DAY OF _____, 2014, THESE APPEARED BEFORE ME ANDREA L. MARQUARDT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND DID ACKNOWLEDGE TO ME THAT SHE EXECUTED THE SAME AS HER OWN FREE ACT AND DEED.

HARVEY SCHNEIDER,
 NOTARY PUBLIC, NORTH DAKOTA

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

LOTS 1, 3, 4 & 8

JOHN SHULTZ
 SUNSET DEVELOPMENT, LLC

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, THIS _____ DAY OF _____, 2014.

LOT 2

DON MCQUIRE
 MANDAN HOTEL GROUP, LLC

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, THIS _____ DAY OF _____, 2014.

LOT 5

MARY MOEN
 HMA, LLC

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, THIS _____ DAY OF _____, 2014.

LOT 6 & 7

JIM MOEN
 JMS HOLDINGS, LLP

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC, THIS _____ DAY OF _____, 2014.

PLANNING COMMISSION APPROVAL
 THE SUBMISSION OF LAND SHOWN HEREON HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MANDAN, NORTH DAKOTA ON THIS _____ DAY OF _____, 2014, IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, ORDINANCES OF SAID CITY OF MANDAN, AND REGULATIONS ADOPTED BY THE PLANNING COMMISSION OF SAID CITY. IN WITNESS WHEREOF ARE SET THE HANDS OF THE CHAIRMAN AND THE SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF MANDAN, NORTH DAKOTA.

BILL ROBINSON - CHAIRMAN
 RW TETTM - SECRETARY

APPROVAL OF BOARD OF CITY COMMISSIONERS
 THE BOARD OF CITY COMMISSIONERS OF THE CITY OF MANDAN, NORTH DAKOTA, HAS APPROVED THE SUBMISSION OF LAND SHOWN HEREON, HAS ACCEPTED THE DEDICATION OF ALL STREETS, ALLEYS, AND PUBLIC WAYS SHOWN HEREON LYING WITHIN THE CORPORATE LIMITS OF THE CITY OF MANDAN, HAS ACCEPTED THE DEDICATION OF ALL PARKS AND PUBLIC GROUNDS SHOWN HEREON, FURTHERMORE, SAID BOARD OF CITY COMMISSIONERS HAS APPROVED THE STREETS, ALLEYS, AND OTHER PUBLIC WAYS AND GROUNDS SHOWN HEREON AS AN ADDITION TO THE MASTER STREET PLAN OF THE CITY OF MANDAN. THE FOREGOING ACTION BY THE BOARD OF CITY COMMISSIONERS OF MANDAN, NORTH DAKOTA, HAS TAKEN BY RESOLUTION THIS _____ DAY OF _____, 2014.

JIM REIBAKER - CITY ADMINISTRATOR
 MELVIN WEEBE - PRESIDENT OF THE BOARD OF CITY COMMISSIONERS

ACTING CITY ENGINEER FOR THE CITY OF MANDAN, NORTH DAKOTA HEREBY APPROVES "MISSOURI VALLEY ADDITION REPLAT", MANDAN, NORTH DAKOTA AS SHOWN ON THE ANNEDED PLAT.

ACTING CITY ENGINEER

AUDITOR'S OFFICE, MORTON CO., N.D.
 DELINQUENT TAXES AND SPECIAL ASSESSMENTS OR INSTRUMENTS OF SURRENDER, ASSESSMENTS, PAID AND TRANSFER ACCEPTED.

DANN R. RHONE, COUNTY AUDITOR
 BY _____, DEPUTY

APPROVED BY COUNTY AUDITOR'S OFFICE
 DANN R. RHONE, AUDITOR
 BY _____, DEPUTY
 DATE: _____

- OWNERS:**
 LOTS 1, 3, 4 & 8
 SUNSET DEVELOPMENT, LLC
 1904 RIVER DRIVE NE
 MANDAN, ND 58554
- LOT 2
 MANDAN HOTEL GROUP, LLC
 1904 RIVER DRIVE NE
 MANDAN, ND 58554
- LOT 5
 HMA, LLC
 2220 21ST AVE SW
 MANDAN, ND 58701
- LOT 6 & 7
 JMS HOLDINGS, LLP
 2220 21ST AVE SW
 MANDAN, ND 58701

NOTES:
 1. BASIS OF BEARING: WEST BOUNDARY LINE OF THE SW1/4 OF SE1/4, SECTION 16, T139N-R81W NORTH 00° 00' 00" WEST.
 2. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS DOCUMENTS OF RECORD DUE TO DIFFERENT METHODS OF FIELD MEASUREMENT.
 3. TOTAL LOT ACRES: 18.48
 TOTAL STREET ACRES: 0.30
 TOTAL SUBD. ACRES: 18.78

Mandan Planning and Zoning Commission Agenda Item
 For Meeting on March 24, 2014
 Mandan Engineering and Planning Office Report
Missouri Valley Addition Replat
Requested Action
 Approve Replat
Reason for Action
 Need for access to rear lot off Sunset
Staff comments
 Lot 6 has legal access from the west but not functional access due to slope.

Application Details				
Applicant Toman	Owner Sunset Development, LLC, HM4, LLC & JDS Holdings, LLP	Subdivision Missouri Valley Addition	Legal Description All of Missouri Valley Addition of the SW ¼ of the SE ¼ of Section 16, T139N, R81W of the 5 th Principal Meridian of the City of Mandan, Morton County, North Dakota	
Location NW of Sunset Drive NW & 27 th St. NW		Proposed Land Use Office & multi-family	Parcel Size 18.78 AC	Number of Lots 8
Existing Land Use Under construction	Adjacent Land Uses Vacant, commercial & residential		Current Zoning CB	Proposed Zoning CB
		Adjacent Zoning R7, R3.2, RM, CB & CC		
Fees	Date Paid	Adjacent Property Notification Sent	Legal Notices Published	

Agency & Staff Comments	
USPS No Comments	NDDOT No Comments
Morton County Assessor/Recorder/Auditor No Comments	Morton County Emergency Management No Comments
Morton County Engineer No Comments	Morton County Planning No Comments
Mor-gran-sou No Comments	Montana Dakota Utilities No Comments
School District No Comments	Park District No Comments
MPO Emailed comments concerning future road development and need to limit access.	Fire Department No Comments
Building & Assessing No Comments	Police Department No Comments
Water No Comments	Wastewater No Comments
Streets No Comments	Solid Waste No Comments

Engineering & Planning

Half ROW for 31st St. NW will be used only as entrance road for development until other half of road is added when land to the north is developed. Topography restricts alignment options.

Discussion about access and development to the west not being completed resulted in suggestion to add easement so western lots have access to Sunset.

Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider for approval the Missouri Valley Addition Replat

Page 6 of 6

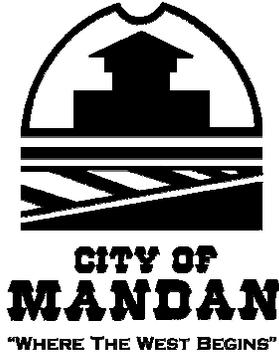
Detention pond in development to the west is a concern. It has not been completed and it was included in the calculations for stormwater management for this development.

Engineering & Planning Recommendation
--

Recommend approval of replat.

Proposed Motion

Based on staff recommendation and hearing no objections, move to recommend that the City Commission approve the replat as presented.
--



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 1, 2014
PREPARATION DATE: March 25, 2014
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Robert Decker, Principal Planner
SUBJECT: Consider for approval Collins Substation final plat and annexation of remainder of property

STATEMENT/PURPOSE: Consider for approval Collins Substation final plat and annexation of remainder of property.

BACKGROUND/ALTERNATIVES: Montana Dakota Utilities purchased this property from Tesoro for the purpose of upgrading their system by replacing the existing substation located on the south side of Old Red Trail. The existing substation is outdated and the site is too small to upgrade. The primary transmission lines are located on the north side of Old Red Trail where this new substation will be located.

The front portion of this site is within city limits. All of a site must be located in one jurisdiction before the County will accept a plat for recording. MDU has requested that the remainder of the site be annexed and Tesoro has offered no objection.

The Planning and Zoning Commission voted unanimously at their March 24, 2014 meeting to recommend approval of this plat and annexation.

ATTACHMENTS:

1. Map
2. Plat
3. P & Z Staff Report

FISCAL IMPACT: minimal

STAFF IMPACT: minimal

LEGAL REVIEW: All commission data has been forwarded to the City Attorney for his review.

RECOMMENDATION: The Engineering and Planning Office recommends approval.

Board of City Commissioners

Agenda Documentation

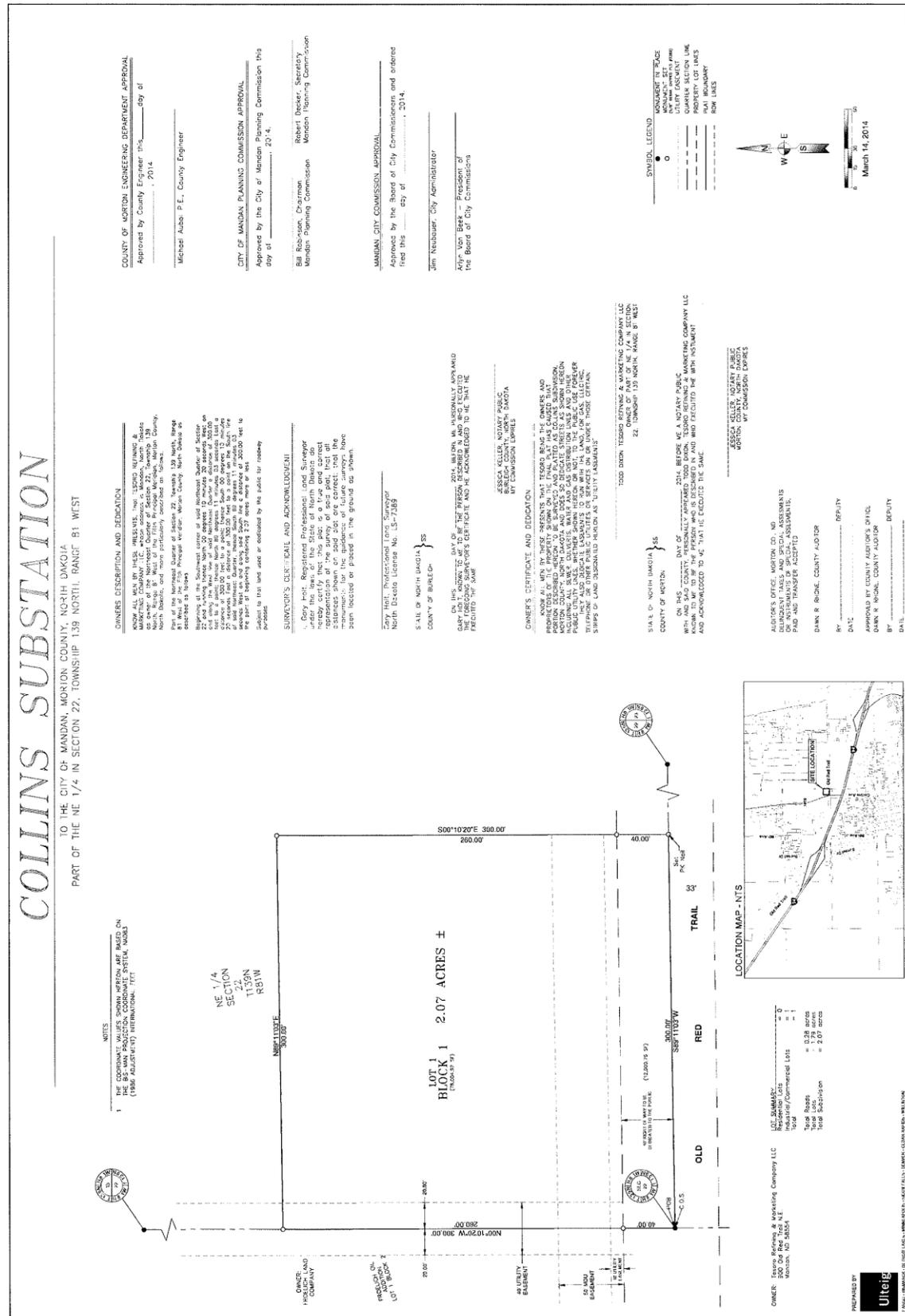
Meeting Date: April 1, 2014

Subject: Consider for approval the Collins Substation plat and annexation

Page 2 of 5

PROPOSED MOTION: Based on the recommendation of the Planning and Zoning Commission, move to approve the Collins Substation plat and proceed with the annexation.





Mandan Planning and Zoning Commission Agenda Item For Meeting on March 24, 2014 Mandan Engineering and Planning Office Report Collins Substation Requested Action Approve Final Plat and Annexation Request Reason for Action Build new larger electric substation Staff comments The existing substation is located on the south side of Old Red Trail just east of Collins Avenue NW. There is no room for expansion at that site. The land being proposed for relocation of the substation is in the southwest corner of the Tesoro Refinery property. Only the frontage along Old Red Trail has been annexed so rest of site needs to be annexed.	
--	--

Application Details					
Applicant MDU	Owner Tesoro Logistics Operations LLC	Subdivision Tesoro – Mandan Refinery	Legal Description Part of the Northeast Quarter of S22, T139N, R81W		
Location East of Collins Ave. NW on the north side of Old Red Trail		Proposed Land Use Electric substation	Parcel Size 2.07 AC	Number of Lots 1	
Existing Land Use vacant	Adjacent Land Uses vacant		Current Zoning MB	Proposed Zoning MB	Adjacent Zoning MA & MB
Fees	Date Paid	Adjacent Property Notification Sent	Legal Notices Published		

Agency & Staff Comments	
USPS No Comments	NDDOT No Comments
Morton County Assessor/Recorder/Auditor Parcel is half in city & half in county. Can't record unless all in one jurisdiction.	Morton County Emergency Management No Comments
Morton County Engineer No Comments	Morton County Planning No Comments
Mor-gran-sou No Comments	Montana Dakota Utilities No Comments
School District No Comments	Park District No Comments
MPO No Comments	Fire Department No Comments
Building & Assessing Agreement to not protest future street improvement project should be required since road is currently a rural section and will need to be upgraded to an urban section.	Police Department No Comments
Water No Comments	Wastewater No Comments
Streets Are blacktopped driveway approaches required?	Solid Waste No Comments
Engineering & Planning Site will be re-graded to a more level slope. Site will be fenced and have two access driveways. Stormwater plan has been submitted. Drainage is to the north onto Tesoro property. Driveways will need NDDOT approval.	

Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider for approval the Collins Substation plat and annexation

Page 5 of 5

Recommend approval of final plat and request for annexation.
--

Proposed Motion

Hearing no objections, move to recommend approval of final plat and annexation of remainder of site into City.
--



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02-2011)

Consent No. 5

G-0766 ()
 Site License Number
 (Attorney General Use Only)

ABATE of North Dakota is hereby authorized to conduct games of
 (Full, Legal Name of Gaming Organization)

chance under the license granted by the Attorney General of the State of North Dakota at the following
 location: Hide away the address of which is:

1000 Boundrv Rd Mandan 58554 Morton
 (Street) (City) (Zip Code) (County)

Date(s) Authorized: Beginning 7/1/14 Ending 6/30/15

Specific location where games of chance will be conducted and played at the site (required):
south wall of establishment

Number of twenty-one tables (required) (if zero, enter "0") : 0

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)

1. Days of week of gaming operations _____

2. Hours of gaming _____

3. List each specific game type prohibited _____

 Attorney General Date Signature of City/County Auditor Date

 PRINT Name / Official Position of person signing above

INSTRUCTIONS:

1. City/County Auditors - Retain a **copy** of the Site Authorization for your files.
2. City/County Auditors - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



RENTAL AGREEMENT
 OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9413 (Rev. 08-2013)

License Number (Office Use Only)
 0766

Site Owner (Lessor) Hidden Inc		Site Name Hideaway		Site Phone Number (701) 663-8362
Site Address 1000 Boundry Rd		City Mandan	State ND	Zip Code 58554
Organization (Lessee) Abate Of Nd		Rental Period 7/1/2014 to 6/30/2015		County Morton
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				Monthly Rent Amount \$ 0.00
2. Is a raffle drawing going to be conducted at this site?				\$ 0.00
3. Is Prize Boards involving a dispensing device conducted at this site?				\$ 0.00
4. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____				\$ 0.00
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				\$ 0.00
5. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____				\$ 0.00
6. Is Pull Tabs involving either a jar bar and/or a dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar Only <input checked="" type="checkbox"/> Dispensing Device Only <input type="checkbox"/> Jar Bar and Dispensing Device				\$ 400.00
				Total Monthly Rent \$ 400.00

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab or prize boards involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor 	Title President	Date 3/16/14
Signature of Lessee (Top Executive Official) 	Title President	Date 3/17/14



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Arlyn Van Beek, Mayor of the City of Mandan, ND, do hereby proclaim May 2, 2014 as

Arbor Day

In the City of Mandan, ND, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 1st day of April, 2014
 Mayor _____



"WHERE THE WEST BEGINS"

CITY OF MANDAN

MANDAN CITY HALL - 205 2nd Avenue NW
MANDAN, NORTH DAKOTA 58554
701-667-3215 • FAX: 701-667-3223 • www.cityofmandan.com

CITY DEPARTMENTS

ADMINISTRATION	667-3215
ASSESSING/BUILDING INSPECTION	667-3230
BUSINESS DEVELOPMENT	667-3485
CEMETERY	667-6044
ENGINEER/PLANNING & ZONING	667-3225
FINANCE	667-3213
FIRE	667-3288
HUMAN RESOURCES	667-3217
LANDFILL	667-0184
MUNICIPAL COURT	667-3270
POLICE	667-3455
PUBLIC WORKS	667-3240
WASTEWATER TREATMENT	667-3278
SPECIAL ASSESSMENTS	667-3271
UTILITY BILLING	667-3219
WATER TREATMENT	667-3275

PROCLAMATION

PROJECT HOPE WEEK (BISMARCK CANCER CENTER)

WHEREAS, cancer is the second most common cause of death in the U.S., exceeded only by heart disease; and

WHEREAS, over 1.6 million new cancer cases are expected to be diagnosed in 2014 and of those, 585,720 individuals are expected to die; and

WHEREAS, the ratio of men that will be diagnosed with cancer in their lifetime is 1 in 2; while in women it is 1 in 3; and

WHEREAS, the National Institutes of Health estimates that the overall costs of cancer in 2009 at \$216.6 billion including direct medical costs as well as the cost of productivity due to illness and premature death; and

WHEREAS, project **HOPE** is a community wellness event designed to educate employees about healthy lifestyles, cancer prevention, early detection and to promote hope for a healthier tomorrow.

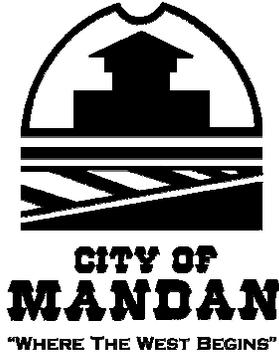
NOW, THEREFORE, I, Arlyn Van Beek, Mayor of the City of Mandan, do hereby proclaim May 5-9, 2014 as **PROJECT HOPE** Week in the City of Mandan and encourage employers to impact the quality of lives of their employees by providing education on the importance of cancer prevention and screening.

Dated this 1st day of April, 2014

Arlyn Van Beek, President
Board of City Commissioners

Attest:

James Neubauer, City Administrator



Consent No. 7

Board of City Commissioners

Agenda Documentation

MEETING DATE: April 1, 2014
PREPARATION DATE: March 20, 2014
SUBMITTING DEPARTMENT: Wastewater Treatment Plant
DEPARTMENT DIRECTOR: Justin Froseth, Planning and Engineering Director
PRESENTER: Justin Froseth, Planning and Engineering Director
SUBJECT: Purchase of Kubota Tractor

STATEMENT/PURPOSE: To consider authorizing the Wastewater Treatment Plant to use funds from the sale of the floating dredge to purchase a 2013 Kubota Tractor.

BACKGROUND/ALTERNATIVES: The Board of City Commissioners at their January 21, 2014 meeting approved the sale of the floating dredge from the Wastewater Treatment Plant.

It was planned to use the funds from the sale of the dredge and the trade in value of the two utility tractors that the plant currently has to purchase an updated utility tractor for plant operations.

The City of Mandan Finance Department received \$14,985.00 from the sale of the floating dredge on March 12, 2014.

The Wastewater Treatment Plant received quotes from Northern Plains Equipment, Twin City Implement and Bobcat of Mandan for a new tractor. Northern Plains Equipment was the low bidder of \$12,762.18 after trade-in.

ATTACHMENTS: Northern Plains Equipment Co., Inc. Detailed Customer Quote.

FISCAL IMPACT:

STAFF IMPACT:

LEGAL REVIEW:

RECOMMENDATION: I recommend we use the funds from the sale of the floating dredge for the purchase of a new tractor for the Wastewater Treatment Plant.

SUGGESTED MOTION: I move to amend the 2014 Wastewater Treatment Plant Budget to include \$12,762.18, for the purchase of the Kubota tractor from Northern Plains Equipment.



Northern Plains Equipment Co., Inc.

2933 Twin City Drive
 Mandan ND 58554-0804
 US
 701.663.9864

Printed 2014-03-12

Detailed Customer Quote

Page 1 of 2

Name/Company city of mandan waste water treatment plant		Telephone 701-667-3278
Address		Account Manager Roger Schlinger
City/Town, State/Province	Northern Plains Equipment Co., Inc.	Quote No. 1129
Postal/Zip Code	Quote Date 2014-03-11	In Effect Until 2014-03-11
Quantity	Description	Price \$
Sale Items		
2013 - New - Kubota B3200HSDWO/HSD Tractor		16635.00
Stock No.: 61674 Serial No.: 61674		
1	B3200HSD 4WD Tractor with Optional IN Steel Bias Tires (Includes Loader Valve)-With 2 Post Foldable ROPS. Compatible with a Backhoe. Folded height 69.3" with standard tires.	
1	ABR8726 Front 23x8.5-14 R4 IN Steel Bias AA	
1	BR8749 Rear 12.4-16 R4 IN Steel Bias CA	
PDI block heater		
STANDARD FEATURES:		
DIESEL ENGINE		
Model # V1505-E3-D24 4 Cylinder 91.5 Cu. In. + 32 Gross Engine HP + 23.0 PTO HP @ 2700 Engine RPM 12V - 36 Amp Hour Battery Charging Output 14.5 Amps + Manufacturer estimate		
HYDRAULICS		
Open Center Gear Type 3.2 gpm Power Steering 6.7 gpm Remote/3 Pt. Hitch 9.9 gpm Total Hydraulic Flow Cat I 3-Point Hitch - At Lift Point 1655 lbs. - 24" Behind 1300 lbs.		
FRONT AXLE		
Integral Power Steering Cast Iron Bevel Gear, 4WD Tread Spacing, Nonadjustable		
TRANSMISSION		
Hydrostatic Drive Forward Speeds - - High Range 0 - 12.4 mph - Med. Range 0 - 5.8 mph - Low Range 0 - 3.3 mph Reverse Speeds - - High Range 0 - 9.9 mph - Med. Range 0 - 4.5 mph - Low Range 0 - 2.6 mph Rear Differential Lock		
FLUID CAPACITY		
Fuel Tank: 8.1 gal. Cooling System: 4.7 qts. Crankcase: 5.7 qts. Transmission and Hydraulics: 3.8 gal.		
POWER TAKE OFF		
Live Continuous Running Rear PTO - 1 Speed - SAE Std 1 3/8" Six Spline - 540 RPM @ 2600 Engine RPM Mid PTO - 1 Speed - 2500 RPM @ 2578 Engine RPM Operator Presence Control System		
SAFETY EQUIPMENT		
2-Post ROPS with Retractable Seat Belt Flip-Up PTO Shield Safety Start Switches Electric Key Shut Off Wet Disc Brakes Parking Brakes		



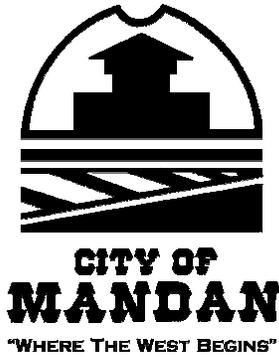
Northern Plains Equipment Co., Inc.
 2933 Twin City Drive
 Mandan ND 58554-0804
 US
 701.663.9864

Printed 2014-03-12

Detailed Customer Quote

Page 2 of 2

Name/Company	city of mandan waste water treatment plant	Telephone	701-667-3278
Address		Account Manager	Roger Schlinger
City/Town, State/Province	Northern Plains Equipment Co., Inc.	Quote No.	1129
Postal/Zip Code	Quote Date	In Effect Until	2014-03-11
TIRES AND WHEELS			
Front 7 - 12 R1			
Rear 12.4 x 16 R1			
Trades			
- Ford 3000 Tractor Serial No.: 0282001			2200
1978 - John Deere 850 Tractor Serial No.: 3609			1672.82
Total Price of Sale Items			\$16,635.00
Total Price of Trades			(\$3,872.82)
		Balance	\$12,762.18
		Contract Amount	\$12,762.18
Account Manager _____		Accepted by _____	
Roger Schlinger Email: roger@northernplainsequipment.com			



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 1, 2014
PREPARATION DATE: March 26, 2014
SUBMITTING DEPARTMENT: Business Development & Communications Department
DEPARTMENT DIRECTOR: Ellen Huber, Business Development & Communications Director
PRESENTER: Ellen Huber, Business Development & Communications Director
SUBJECT: Out-of-state travel requests

STATEMENT/PURPOSE: Consider approval of out-of-state travel for three upcoming conference and training opportunities: 1) U.S. Treasury State Small Business Credit Initiative 2014 National Conference, April 30-May 2, Washington, D.C.; 2) Economic Development Institute, May 4-8, Dallas; 3) International Council of Shopping Centers' Global Retail Real Estate Convention in Las Vegas, Nevada, May 18-20.

BACKGROUND/ALTERNATIVES: 1) Participation at the SSBCI 2014 National Conference would be to attend compliance training, lending and venture capital training sessions related to oversight as the lead city in the 38-city consortium. Lewis and Clark Regional Development Council Commercial Lender Matt Burthold is attending as well. Travel costs are reimbursable through the SSBCI fund.

2) Business development portfolio holder Commissioner Braun and City Administrator Jim Neubauer have agreed that Huber should become a Certified Economic Developer through the International Economic Development Council. This can be accomplished with a combination of online and in-person classes. Three of the required courses are offered at the institute in May.

3) The Bismarck Mandan Development Association proposes to cover travel expenses for City of Mandan Business Development and Communications Director Ellen Huber to assist a new BMDA staff member with recruitment efforts at the expo. BMDA is currently in the midst of the hiring process for a director of business development and expects to have the position filled very soon. BMDA proposes this arrangement because CEO/President Brian Ritter needs to attend the Williston Basin Petroleum Conference on overlapping dates. The City of Mandan has been represented at the expo in recent years

by BMDA staff. City staff accompanied BMDA staff on two previous occasions and the City additionally worked with a retail consultant in 2012. Retailers and commercial developers from around the country will have booths and arrange meetings at the conference. Some local and regional commercial real estate agents may also be in attendance.

ATTACHMENTS: Conference/training schedules available upon request.

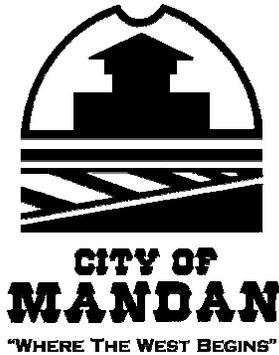
FISCAL IMPACT: 1) Travel expenses reimbursed through SSBCI fund, 2) Registration cost of \$1,500 and estimated travel and lodging expense of \$1,600 included in 2014 budget, 3) Travel expenses covered by BMDA.

STAFF IMPACT: Attendance at conferences/training would require approximately 9 days away from the office depending upon flight arrangements.

LEGAL REVIEW: n/a

RECOMMENDATION: City Administrator Neubauer has indicated support for the proposed conference and training schedule.

SUGGESTED MOTION: I move to approve out-of-state travel as proposed for the City Business Development and Communications Director.



Board of City Commissioners

Agenda Documentation

MEETING DATE:	April 1, 2014
PREPARATION DATE:	March 27, 2014
SUBMITTING DEPARTMENT:	Wastewater Treatment Plant
DEPARTMENT DIRECTOR:	Justin Froseth, Planning and Engineering Director
PRESENTER:	Justin Froseth, Planning and Engineering Director
SUBJECT:	Consider entering into an Engineering Service Agreement with AE2S for Wastewater Treatment Facility Interim Optimization Improvements

STATEMENT/PURPOSE: To hire AE2S firm to provide engineering services for Wastewater Treatment Facility Interim Optimization Improvements.

BACKGROUND/ALTERNATIVES: At the December 6, 2011 City Commission meeting the Commission adopted the Wastewater and Collection System Master Plan. The plan addressed the need for upgrades at the Wastewater Treatment Plant, including new pretreatment facility, replacement of aeration blowers, replacement of UV disinfection equipment, permanent pumping from Cell 3 to the facultative sludge basin, site piping, bypass piping, electrical, instrumentation and controls. This project was scheduled for 2014-2016.

Pretreatment Facility

The pretreatment building is in need of replacement or updated. The rotary fine screen, odor control, heating unit, electrical panels etc. are all corroded and are rapidly becoming beyond repair and need to be replaced.

Blower Building

The blower building is in need of updating. One of the blowers has failed and is in need of being replaced. The rest of the blowers that control the dissolved oxygen in the aeration basin and around the plant are of the same vintage or slightly newer. The majority of the electrical cost to run the plant is based on the blower usage. Newer blowers are much more energy efficient and quieter.

Ultraviolet (UV) Light Disinfection

The UV system is sixteen years old and is becoming obsolete. Critical components for the system are already unavailable. Currently there are problems with the control panel and modules.

Pretreatment Bypass Piping

The existing piping to bypass the pretreatment building was installed circa 1978 and some of the piping and valves are inoperable.

Facultative Sludge Basin Transfer Piping

The plant currently uses a PTO driven pump powered by a tractor to pump fresh water into the Facultative Sludge Basin to help control odors. The plant usually needs to pump fresh water daily from early spring to late fall. A permanent pumping station and piping are part of the preliminary design to determine if it would be cost effective to be installed.

ATTACHMENTS:

- AE2S Project Summary Letter
- Agreement between Owner and Engineer for Professional Services
- Exhibit A – Engineer’s Services
- Exhibit B – Owner’s Responsibilities
- Exhibit C – Payments to Engineer for Services and Reimbursable Expenses
- Exhibit D – Resident Project Representative
- Exhibit E – Project Description

FISCAL IMPACT: The Agreement for professional services is based on standard hourly rates and not to exceed \$454,800, and will be paid from existing Water and Sewer Utility base rates. The City will apply for a Clean Water State Revolving Fund (CWSRF) for the Wastewater Treatment Plant Interim Optimization Project during the fall of 2014.

STAFF IMPACT: Planning and Design Coordination

LEGAL REVIEW: All commission data has been forwarded to the City Attorney for review

RECOMMENDATION: Enter into the agreement with AE2S.

SUGGESTED MOTION: I move to approve the Engineering Services Agreement with AE2S for the Mandan Wastewater Treatment Plant Interim Optimization Project.



March 27, 2014

To the President and Commission
of the Mandan Board of City Commissioners
c/o Jim Neubauer, City Administrator
205 2nd Avenue NW
Mandan, ND 58554

Re: Wastewater Treatment Facility Interim Optimization Improvements

Dear Mr. Neubauer:

Thank you for the continued opportunity to provide professional engineering services to the City of Mandan.

We respectfully request your inclusion of this engineering proposal and attached engineering agreement on the April 1, 2014, City Commission Meeting Agenda. The intent of this proposal and agreement is to provide an opportunity for the City to utilize AE2S services as they relate to preliminary engineering, final design, bidding, construction, and post-construction of the Wastewater Treatment Facility Interim Optimization Improvements. Proposed improvements include blower replacement, UV disinfection system replacement and improvements to the pretreatment system.

As part of the ongoing system improvements identified in the wastewater master plan, the WWTF Interim Optimization improvements project will provide needed upgrades to three essential parts of the existing wastewater treatment facility. The proposed services will guide the City through the initial evaluation of system condition and provide recommended improvements. The recommended improvements will be the basis for moving through final design and bidding.

Once again, thank you for this opportunity! Should you have any questions concerning the information provided herein, please don't hesitate to call us at 701-221-0530.

Submitted In Service,

AE2S



Kenneth J. Weber, PE
Project Manager

Cc: Justin Froseth, Director of Planning and Engineering,
Steve Himmelspach, Waste Water Treatment Facilities

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of April 1, 2014 (“Effective Date”) between City of Mandan, 205 2nd Avenue NW, Mandan, ND 58554-3125 (“OWNER”) and Advanced Engineering and Environmental Services, Inc., 1815 Schafer Street, Suite 301, Bismarck, ND 58501 (“ENGINEER”).

OWNER intends to construct the following improvements: **Mandan Waste Water Treatment Plant Interim Optimization Project** (“Project”) for the City of Mandan, as further described in Exhibit E. OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 30 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A, Construction and Post-Construction, and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum

rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

G. *Adjustment of ENGINEER's Compensation.* If it becomes apparent to ENGINEER that the amount estimated in paragraph C4.01.A in Exhibit C will be

exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter, OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. Not Used.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by

Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. C-700, 2002 Edition).

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design or Bidding and Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and

waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at

OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.

B. **Not Used.**

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

D. **Not Used.**

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the State of North Dakota.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

Not Used.

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and 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) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors,

partners, employees, and ENGINEER's Consultants from and against any and 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) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from 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) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

6.12 Limits of Liability

A. To the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents, and ENGINEER's Consultants, and any of them, to OWNER and anyone claiming by, through, or under OWNER for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or a warranty express or implied, of ENGINEER or ENGINEER's officers, directors, partners,

employees, agents, or ENGINEER's Consultants, or any of them (hereafter "OWNER's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to ENGINEER or ENGINEER's insurers in settlement or satisfaction of OWNER's Claims under the terms of conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).

B. To the fullest extent permitted by law, and not withstanding any other provision of the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents, and ENGINEER's Consultants shall not be liable to OWNER or anyone claiming by, through, or under OWNER for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents, or ENGINEER's Consultants.

6.13 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.14 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.15 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.16 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it

affect the enforceability of that provision or of the remainder of this Agreement.

6.17 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application for Payment*--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form

and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in

accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*--That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *PCB's*--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *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.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of seven pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of two pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of one page and Appendix I to Exhibit C, "2014 Hourly Fee and Expense Schedule" consisting of two pages.

D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of four pages.

E. Exhibit E, "Project Description", consisting of three pages.

F. Exhibit F, **Not Used.**

G. Exhibit G, **Not Used.**

H. Exhibit H, **Not Used.**

I. Exhibit I, **Not Used.**

J. Exhibit J, **Not Used.**

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

OWNER:

Jim Neubauer (City of Mandan)

By: _____

Title: City Administrator

Date Signed: _____

ATTEST: _____

Name: Justin Froseth

Title: Director of Planning and Engineering

Address for giving notices:

City of Mandan

205 2nd Avenue NW

Mandan, ND 58554-3125

Designated Representative (paragraph 6.02.A):

Steve Himmelspach

Title: Waste Water Treatment Superintendent

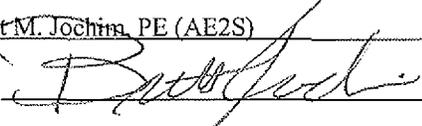
Phone Number: (701) 667-3278

Facsimile Number: (701) 667-3223

E-Mail Address: mdnwwtp@btinct.net

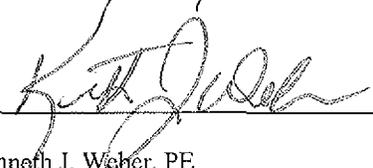
ENGINEER:

Brett M. Jochim, PE (AE2S)

By: 

Title: Chief Operating Officer

Date Signed: 3/27/14

ATTEST: 

Name: Kenneth J. Weber, PE

Title: Project Manager

Address for giving notices:

Advanced Engineering and Environmental Services, Inc.

1815 Schafer Street, Suite 301

Bismarck, ND 58501

Designated Representative (paragraph 6.02.A):

Kenneth J. Weber PE

Title: Project Manager

Phone Number: (701)221-0530

Facsimile Number: (701)221-0531

E-Mail Address: ken.weber@ae2s.com

This is **EXHIBIT A**, consisting of seven pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated April 1, 2014.

ENGINEER's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART 1 -- BASIC SERVICES

A1.01 *Study and Report Phase* -- **Not Used.**

A1.02 *Preliminary Design Phase*

A. ENGINEER shall:

1. Arrange and conduct a maximum of two meetings and two field trips with the OWNER to further define the intended improvements as generally described in the Agreement.

2. Develop preliminary improvement concepts resulting from the above meetings with general plans and general specification elements.

3. Advise OWNER if additional reports, data, information, or services are necessary and assist OWNER in obtaining such reports, data, information, or services.

4. Based on the information contained in the Preliminary Design Phase documents, develop an opinion of probable Construction Cost and Total Project Cost.

5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:

a. Preliminary Design Technical Memorandum summarizing evaluations and recommendations for improvements.

6. Furnish the Preliminary Design Phase documents to and review them with OWNER.

ENGINEER's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to OWNER.

A1.03 *Design Phase*

A. Upon authorization from OWNER, ENGINEER shall:

1. Arrange and conduct a maximum of two meetings with OWNER to further refine the intended improvements as generally described in the Agreement.

2. Obtain required data and measurements for improvements included as part of this Agreement.

3. On the basis of the authorization, prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.

4. Provide technical criteria, written descriptions, and design data for OWNER's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

5. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.

6. Perform or provide the following additional Final Design Phase tasks or deliverables: None identified on the Effective Date of this Agreement.

7. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate.

8. Prepare and submit three final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER.

B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is three (3).

D. ENGINEER's services under the Design Phase will be considered complete on the date when the submittals required by paragraph A1.03 have been delivered to OWNER.

A1.04 Bidding or Negotiating Phase

A. After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Costs as determined in the Design Phase, and upon authorization by OWNER to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-Bid conferences, if any.

2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
a. UV disinfection equipment procurement package.

5. Attend the Bid openings, prepare bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

A1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon authorization from OWNER, ENGINEER shall:

1. *General Administration of Construction Contract.* Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and

authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

2. *Resident Project Representative (RPR).* Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

3. *Selecting Independent Testing Laboratory.* **Not Used.**

4. *Pre-Construction Conference.* Participate in Pre-Construction Conferences prior to commencement of Work at the Sites.

5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work, which in ENGINEER's judgment are necessary to enable Contractor to proceed.

6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:

a. 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 and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Shop Drawings and Samples.* Review and take appropriate action with respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.01.A.13 of this Exhibit A.

12. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

13. *Disagreements between OWNER and Contractor.* Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. *Applications for Payment.* Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER

free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. *Contractor's Completion Documents.*

a. Receive and review maintenance and operating instructions, schedules, and guarantees.

b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.

c. ENGINEER shall transmit these documents to OWNER.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver written notice of such to OWNER and Contractor if requested in writing to do so.

17. *Additional Tasks.*

a. **Not Used.**

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase –*

A. Upon authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:

1. Prepare and furnish to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

2. Provide assistance in connection with the testing and adjusting Project Work.

3. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

4. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

5. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

PART 2 -- ADDITIONAL SERVICES

A2.01 Additional Services Requiring OWNER's Authorization

A. If authorized by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.

5. Services required as a result of OWNER's providing incomplete or incorrect Project information with respect to Exhibit B.

6. Providing renderings or models for OWNER's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

8. Furnishing services of ENGINEER's Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in paragraph A1.03.C.

10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.

11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.

13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

16. Providing Construction Phase services beyond the Construction Contract completion dates.

17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

18. **Not Used.**

19. Preparation of operation and maintenance manuals beyond what is provided by the Contractor.

20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.

21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.

22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

A2.02 Required Additional Services

A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, the Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Providing in company with OWNER or OWNER's representative, an inspection of the Project after the Correction Period to ascertain whether any portion of the Work is subject to warranty.

This is **EXHIBIT B**, consisting of two pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated April 1, 2014.

OWNER's Responsibilities

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

B2.01 In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.

B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services.

D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. OWNER designated Construction Manager: **Not Used.**

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conference, construction progress and other Project related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory, as Owner deems necessary to perform additional inspections, tests, and approvals of Samples, materials, and equipment, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs B2.01.O and P.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraph B.2.01.O. and P.

R. Perform or provide the following additional services: None identified on the Effective Date of this Agreement.

This is **EXHIBIT C**, consisting of one page, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated April 1, 2014.

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 -- PAYMENTS TO THE ENGINEER

C4.01 *For Basic Services*

A. OWNER shall pay ENGINEER for Basic Services as set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

2. ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendix 1.

3. The total compensation for services under Paragraph C4.01 is \$449,800 based on the following assumed distribution of compensation.

- a. Phase 030 Preliminary Design \$ 132,300.00
- b. Phase 040 Final Design \$ 256,500.00
- c. Phase 050 Bidding \$ 51,000.00
- d. Phase 060 Construction \$ TBD
- e. Phase 070 Post Construction \$ TBD
- f. Phase 080 I&C Services \$ TBD
- g. Phase 090 Funding Assistance \$ 10,000

Services listed above as TBD are To Be Determined after Bidding Phase. At that time the agreement will be amended accordingly

4. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by OWNER.

5. The amounts billed for ENGINEER's services under paragraph C4.01 will be based on the cumulative hours charged to the Project during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges.

6. The Standard Hourly Rates and Reimbursable Expenses Schedule may be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to ENGINEER.

C4.02 *For Additional Services Requiring OWNER's Authorization in Advance*

A. OWNER shall pay ENGINEER for services and reimbursable expenses for Additional Services set forth in Article A2.01 per the Hourly Fee and Expense Schedule included in Appendix 1 of Exhibit C.

C4.03 *For Required Additional Services*

Not Used.

This is **Appendix 1 to EXHIBIT C**, consisting of two pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated April 1, 2014.

2014 Hourly Rate and Reimbursable Expense Schedule

Labor Rates		Project Coordinator I	\$ 93.00
Engineer I	\$ 96.00	Project Coordinator II	\$ 108.00
Engineer II	\$112.00	Project Coordinator III	\$ 122.00
Engineer III	\$136.00	Project Coordinator IV	\$ 134.00
Engineer IV	\$155.00		
Engineer V	\$171.00		
Engineer VI	\$195.00	Marketing Consultant I	\$ 74.00
Engineer VII	\$205.00	Marketing Consultant II	\$ 93.00
Engineer VIII	\$213.00	Marketing Consultant III	\$109.00
		Marketing Consultant IV	\$124.00
Program Coordinator I	\$155.00	Marketing Consultant V	\$142.00
Program Coordinator II	\$164.00	Senior Consultant	\$156.00
Project Manager I	\$162.00		
Project Manager II	\$187.00	Communication Specialist I	\$ 78.00
Senior Consultant	\$185.00	Communication Specialist II	\$ 90.00
Technical Expert I	\$220.00	Communication Specialist III	\$103.00
Technical Expert II	\$235.00	Communication Specialist IV	\$128.00
Technical Expert III	Negotiable	Communication Specialist IV	\$136.00
I&C Technician I	\$ 89.00	IT I	\$ 88.00
I&C Technician II	\$ 99.00	IT II	\$108.00
I&C Technician III	\$113.00	IT III	\$124.00
I&C Technician IV	\$123.00	IT III	\$140.00
I&C Technician V	\$136.00	IT III	\$148.00
I&C Technician VI	\$144.00	T Manager	\$160.00
I&C Technician VII	\$152.00		
Land Surveyor I	\$ 86.00	Financial Analyst I	\$ 77.00
Land Surveyor II	\$105.00	Financial Analyst II	\$ 92.00
Land Surveyor III	\$112.00	Financial Analyst III	\$108.00
Land Surveyor IV	\$128.00	Financial Analyst IV	\$121.00
Land Surveyor V	\$146.00	Financial Analyst V	\$137.00
Land Surveyor VI	\$154.00	Financial Analyst VI	\$156.00
		Financial Analyst VII	\$171.00
		Financial Analyst VIII	\$187.00
Engineering Technician I	\$ 58.00		
Engineering Technician II	\$ 75.00	Administrative I	\$ 52.00
Engineering Technician III	\$ 89.00	Administrative II	\$ 64.00
Engineering Technician IV	\$104.00	Administrative III	\$ 75.00
Engineering Technician V	\$119.00	Administrative IV	\$ 87.00
Engineering Technician VI	\$133.00	Administrative V	\$ 96.00
Engineering Technician VII	\$145.00	Administrative VI	\$105.00
GIS Specialist I	\$ 74.00	Intern I	\$ 44.00
GIS Specialist II	\$ 93.00	Intern II	\$ 50.00
GIS Specialist III	\$109.00	Intern III	\$ 54.00
GIS Specialist IV	\$124.00	Intern IV	\$ 60.00
GIS Specialist V	\$142.00	Intern V	\$ 71.00
GIS Specialist VI	\$160.00		
Land Title Agent I	\$ 72.00		
Land Title Agent II	\$ 90.00		
Land Title Agent III	\$106.00		
Land Title Agent IV	\$120.00		
Operations Specialist I	\$ 76.00		
Operations Specialist I I	\$ 87.00		
Operations Specialist III	\$ 109.00		
Operations Specialist I V	\$ 124.00		
Operations Specialist V	\$ 143.00		

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

Reimbursable Expense Rates

Transportation	\$0.65/mile
Survey Vehicle	\$0.70/mile
Service Vehicle - 1 Ton	\$1.00/mile
Air Transportation	\$1,600/hour
Photocopies 8½" x11"	\$0.10/copy
Plots -- Color Bond	\$1.25/s.f.
Plots -- Monochrome Bond/Vellum	\$0.75/s.f.
Plots -- Film/Photo High Gloss	\$2.00/s.f.
Digital Imaging	\$10.00/day
Laser Printouts 8½" x11"	\$0.20/page
Color Laser Printouts/Copies 8½" x11"	\$0.68/page
Fax	\$0.40/page
Projector	\$25.00/hour
Total Station -- Robotic	\$35.00/hour
Pro-XR GPS	\$15.00/hour
Fast Static/RTK GPS	\$50.00/hour
3D Laser Scanner	\$100.00/hour
Sonar Mite	\$50.00/day
Survey Monument	\$5.00/each
Fence Posts	\$8.00/each
Survey Lath	\$22.00/bundle
Survey Stakes/Hubs	\$13.00/bundle
All Terrain Vehicle/Boat	\$100.00/day
Hydrant Pressure Recorders	\$10.00/day
Telemetry Radio	\$10.00/day
Pressure Recorder	\$5.00/day
Pump Station Monitor	\$24.00/day
Area Velocity Module	\$30.00/day
Rain Gauge	\$12.00/day
I&C Supplies	\$10.00/unit
Lab Testing Equipment	\$500.00/day
Thermal Imaging Camera	\$300.00/day
Power Quality Analyzer	\$500.00/week
Process Calibration Instrument	\$200.00/day
Portable Oscilloscope	\$125.00/day
Antenna Watt-Meter	\$50.00/day
In-house Lodging	\$150.00/day
Outside Services**	cost *1.15
Out of Pocket Expenses***	cost*1.15
Rental Car	cost*1.20

* Position titles are for labor rate grade purposes only.

** Includes laboratory testing, architectural and engineering consultants, surveying, etc.

*** Includes toll telephone, shipping, postage, subsistence, technical literature, equipment rental, etc.

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

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

This is **EXHIBIT D**, consisting of four pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated April 1, 2014.

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

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 *Resident Project Representative*

A. ENGINEER shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. *General:* RPR is ENGINEER’s agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as ENGINEER’s liaison with Contractor, working principally through Contractor’s superintendent and assist in understanding the intent of the Contract Documents.
 - b. Assist ENGINEER in serving as OWNER’s liaison with Contractor when Contractor’s operations affect OWNER’s on-Site operations.
 - c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor decisions as issued by ENGINEER.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
 - a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.
10. *Records:*
 - a. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
 - b. Maintain construction observation notes, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 - d. Maintain records for use in preparing Project documentation.

e. **Not Used.**

11. *Reports:*

- a. Prepare periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

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

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

14. *Completion:*

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize OWNER to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of two pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated April 1, 2014.

Project Description

The project consists of Upgrades for the Mandan Waste Water Treatment Facility, including new ultraviolet disinfection (UV) equipment, blower and blower building improvements, pretreatment improvements, transfer pumping addition, and a new supervisory control and data acquisition (SCADA) system. In addition, the project will include the necessary electrical, mechanical, and structure improvements for those systems. In general, the project consists of the following major elements:

PHASE 030 PRELIMINARY DESIGN

The Preliminary Design Phase is comprised of the primary tasks identified below:

1. Project Kick-off Meeting
2. Design Survey
 - a. Perform topographic survey of impacted areas.
 - b. Complete utility survey of impacted areas.
3. Environmental Solicitations
 - a. Preparation and distribution of Environmental Solicitation letters to various reviewing agencies.
 - b. Review Solicitation responses and address concerns where required.
4. Process Building Improvements
 - a. Evaluate adequacy and sizing of existing UV disinfection equipment to meet existing and future demands.
 - b. Evaluate roofing for existing building.
5. Blower Building Improvements
 - a. Evaluate alternative blower types including turbo and centrifugal to meet existing and future demands.
 - b. Evaluate adequacy and condition of existing HVAC equipment.
 - c. Evaluate condition of existing architectural features (roofing, doors, etc.)
6. Pretreatment Alternative Evaluation
 - a. Alternatives shall incorporate provisions to meet future needs, new influent piping configuration, new screening equipment, new process piping, new process electrical and building electrical, new mechanical equipment, odor control, rehabilitation of the existing structure, and/or a new structure.
 - b. Alternatives for pretreatment based upon above needs shall include:
 - Rehabilitate existing structure with plans for future expansion.
 - Expand existing structure and rehabilitate existing for future expansion.
 - Abandon existing structure and construct new expansion.
7. Miscellaneous Improvements
 - a. Evaluate Transfer pumping to eliminate tractor pump.
 - b. Evaluate SCADA system to accommodate new and future equipment with provisions for remote access.
8. 30% Design Meeting
 - a. Conduct one project team meeting to review evaluations of various equipment and structures.
9. 30% Design Technical Memorandum
 - a. Based upon input from City staff on equipment, ancillary system and structure evaluations prepare summary of project components and provide preliminary opinion of probable construction cost for recommended project.
 - b. Prepare a Technical Memorandum addressing providing summary of evaluations and improvement recommendations.

10. Environmental Permitting

- a. Assist the owner with obtaining the necessary environmental permits to construct project and comply with the requirements of the Clean Water State Revolving Fund.

PHASE 040 FINAL DESIGN

The Final Design Phase is anticipated to be comprised of the primary tasks identified below:

1. Plans, Specifications, and Bid Documents -- Prepare plans, specifications, and bid documents for the construction of the Waste Water Treatment Plant Interim Optimization project. Final design is anticipated to include:
 - a. Using the information obtained during the Preliminary Design phase, the project shall generally consist of the following:
 - i. Process Building Improvements: New UV disinfection system. New roofing system for building as necessary.
 - ii. Blower Building Improvements: New blowers and interior process piping to meet existing and future demands. New process electrical for blower system. New building electrical, mechanical, architectural, and structural improvements as necessary to facilitate process improvements and rehabilitate the existing structure.
 - iii. Preliminary Treatment Improvements: Provisions to meet future needs, new influent piping configuration, new screening equipment, new process piping, new process electrical and building electrical, new building mechanical, new odor control system, rehabilitation of the existing structure, and/or a new structure.
 - iv. Miscellaneous Improvements:
 1. New transfer pumping for ponds.
 2. New instrumentation and control improvements to fully integrate new and future systems into new SCADA system.
 - b. Prepare plans and specifications to outline work necessary to receive bids for the Waste Water Treatment Plant Interim Optimization project as described above.
2. Opinion of Probable Construction Cost: ENGINEER will prepare Opinions of Probable Construction Cost and revise as required for 60%, 90%, and 100% plan and specification reviews.
3. Summary of Deliverables
 - a. 60% Plans and Specifications
 - b. 90% Plans and Specifications
 - c. 100% Plans and Specifications
4. Summary of Design Phase Meetings
 - a. 60% Plan and Spec Review.
 - b. 90% Plan and Spec Review.
 - c. 100% Plan and Spec Review

PHASE 050 BIDDING

The Bidding Phase is comprised of the primary tasks identified below:

1. UV Disinfection Equipment Procurement
 - a. Prepare procurement documents for pre-procurement of UV equipment to facilitate meeting project schedule requirements due to equipment lead time.
 - b. UV Equipment Procurement Advertisement: ENGINEER to coordinate with the OWNER for the advertisement of Bids in the official newspaper.
 - c. UV Equipment Procurement Interpretation and Clarifications: ENGINEER to communicate with prospective bidders and issue addenda as required.
 - d. UV Equipment Procurement Bid Evaluation and Recommendations: ENGINEER to prepare Bid Tab and Recommendations for City.
 - e. UV Equipment Procurement Notice of Award: ENGINEER will coordinate the execution of Notice of Award with intent of Assignment of Contract to Installation Contractor.

2. General, Electrical and Mechanical Bidding
 - a. Advertisement: ENGINEER to coordinate with the OWNER for the advertisement of Bids in the official newspaper and regional construction plan exchanges.
 - b. Interpretation and Clarifications: ENGINEER to communicate with prospective bidders and issue addenda as required.
 - c. Meetings: ENGINEER to arrange and conduct one Pre-bid meeting and attend bid opening for each of the three projects.
 - d. Bid Evaluation and Recommendations: ENGINEER to prepare Bid Tab and Recommendations for City.
 - e. Notice of Award: ENGINEER will coordinate the execution of the Notice of Award.

PHASE 060 CONSTRUCTION PHASE

The Construction Phase will be determined on or about time of bidding.

PHASE 070 POST-CONSTRUCTION

The Post-Construction Phase will be determined on or about time of bidding.

PHASE 080 INSTRUMENTATION AND CONTROL

The Instrumentation and Control Phase will be determined on or about time of bidding.

PHASE 090 FUNDING ASSISTANCE PHASE

The Funding Assistance Phase is comprised of the primary tasks identified below:

1. Funding Assistance
 - a. Funding Assistance to aid the City with application for CWSRF loans and interim funding, as requested.
 - b. Provide as needed assistance for funding reimbursement requests.



LOCAL PERMIT OR CHARITY LOCAL PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 17926 (10/2012)

Consent No. 10

Type: Local Permit * Charity Local Permit

Permit Number
2014-24

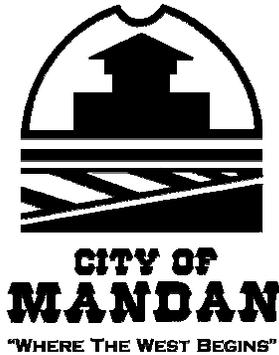
Name of Organization Lynn Freeman Independent Consultant		Date(s) Authorized (Read instruction 2)	
Contact Person Lynn Freeman	Business Phone Number (847) 833-5986	4/26/2014 Beginning	to 4/26/2014 Ending
Mailing Address 3085 Sand Hill Road	City Bismarck	State ND	Zip Code 58503-0000
Site Name Stage Stop	Site Address 611 6th Avenue Se		
City Mandan	State ND	ZIP Code 58554-0000	County Morton
Check the Game(s) Authorized: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.			
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker* <input type="checkbox"/> Twenty-one* <input type="checkbox"/> Paddlewheels*			
Restriction:			
Requirement: For a "Charity Local Permit," the organization must file a "Report on a Charity Local Permit" with the city or county auditor <u>and</u> Office of Attorney General within 30 days of the event.			
Date 3/27/2014	Signature of: <input checked="" type="checkbox"/> City Auditor <input type="checkbox"/> County Auditor <i>Jay Gruebele</i>	Printed Name of City or County Auditor Jay Gruebele	Auditor Telephone Number (701) 667-3250

Please see the instructions on the backside of this form on how to complete the Permit.
 For a raffle or calendar raffle, read "Information Required to be Preprinted on a Standard Raffle Ticket" below.

cut along this line

INFORMATION REQUIRED TO BE PREPRINTED ON A STANDARD RAFFLE TICKET:

1. Name of organization;
2. Ticket number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player, or option to convert a merchandise prize to a cash prize that is limited to the lesser of the value of the merchandise prize or four thousand dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty dollars, an organization may state the total number of minor prizes and their total retail price;
5. For a licensed organization, print "office of attorney general" and license number. For an organization that has a permit, print the authorizing city or county and permit number;
6. A statement that a person is or is not required to be present at a drawing to win;
7. Date and time of the drawing or drawings and, if the winning player is to be announced later, date and time of that announcement. For a calendar raffle, if the drawings are on a same day of the week or month, print the day and time of the drawing;
8. Location and street address of the drawing;
9. If a merchandise prize requires a title transfer involving the department of transportation, a statement that a winning player is or is not liable for sales or use tax;
10. If a purchase of a ticket or winning prize is restricted to a person of minimum age, a statement that a person must be at least "____" years of age to buy a ticket, or win a prize;
11. A statement that a purchase of the ticket is not a charitable donation;
12. If a secondary prize is an unguaranteed cash or merchandise prize, a statement that the prize is not guaranteed to be won and odds of winning the prize based on numbers of chances; and
13. If a prize is live beef or dairy cattle, horse, bison, sheep or pig, a statement that the winning player may convert the prize to a cash prize that is limited to the lesser of the market value of the animal or four thousand dollars.



Board of City Commissioners

Agenda Documentation

MEETING DATE: April 1, 2014
PREPARATION DATE: March 26, 2014
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning & Engineering Director
SUBJECT: Consider Resolution approving plans and specifications and Resolution directing advertisement for bids for Street Improvement District No. 194, Project No. 2014-12 (Developer's West Acres, Ventures and Crown Point area).

STATEMENT/PURPOSE: To consider resolution approving plans and specifications and resolution directing advertisement for bids.

BACKGROUND/ALTERNATIVES: On March 4, 2014 the Mandan City Commission approved the creation of Street Improvement District No. 194 and approved the resolution of Engineer's Report and the Resolution of Necessity

The City of Mandan Engineering Department is requesting that we move forth by approving the plans and specifications and approve the resolution directing advertisement for bids for this project.

Going forward, the intended project schedule is as follows:

- 30 day protest period ending April 8th. Public hearing to determine sufficiency of protests on April 15th commission meeting.
- Bid opening on April 29nd.
- Approval to award bid on May 6th City Commission meeting.
- Substantial completion of project by October 31st, 2014.

ATTACHMENTS:

1. Resolution approving plans and specifications.
2. Resolution approving ad for bid
3. District map

FISCAL IMPACT: Based on an estimate of cost created by the Engineering and Public Works departments, the cost of constructing the project would be \$1,961,224.79,

Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Resolution approving plans and specifications and resolution approving ad for bid for Street Improvement District No. 194, Project No. 2014-12 (Developer's West Acres, Ventures and Crown Point area).

Page 2 of 7

engineering and administration will add \$588,367.44, bringing the total to \$2,549,592.23. These items would be entirely special assessed to the benefitting properties. The estimated special assessment per parcel is \$7,992.45.

STAFF IMPACT: Time for planning and administrative duties.

LEGAL REVIEW: All of my commission data has been forwarded to the City Attorney for his review.

RECOMMENDATION: This office supports approving the resolution approving plans and specifications and approving resolution approving ad for bid.

SUGGESTED MOTION: I move to approve the resolution approving plans and specifications and to approve the resolution directing advertisement for bids for Street Improvement District No. 194, Project No. 2014-12 (Developer's West Acres, Ventures and Crown Point area).

Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Resolution approving plans and specifications and resolution approving ad for bid for Street Improvement District No. 194, Project No. 2014-12 (Developer's West Acres, Ventures and Crown Point area).

Page 3 of 7

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS
FOR STREET IMPROVEMENT DISTRICT NO. 194
PROJECT # 2014-12**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

Pursuant to the requirement of section 40-22-11 of the North Dakota Century Code, the Plans and Specifications for the improvement project in Street Improvement District No. 194 (Project # 2014-12) of said City be and the same are hereby approved, ratified and confirmed as the plans and specifications in accordance with which said improvement project will be constructed, except as modified by this Board in accordance with law, and the City Administrator shall file the same in his office, open for public inspection.

Dated this 1 day of April, 2014.

President, Board of City Commissioners

ATTEST:

City Administrator

Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Resolution approving plans and specifications and resolution approving ad for bid for Street Improvement District No. 194, Project No. 2014-12 (Developer's West Acres, Ventures and Crown Point area).

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**RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS
FOR STREET IMPROVEMENT DISTRICT NO. 194**

BE IT RESOLVED, By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. The City Administrator, Deputy Auditor and City Engineer shall meet at the time and place specified in the notice authorized in paragraph 2 hereof, for the purpose of opening sealed bids for the work and material needed for the improvement project to be made in Street Improvement District No. 194 (Project # 2014-12) of the City of Mandan, as more fully described and referred to in the resolution creating said improvement district passed and approved by the Board on March 4th, 2014, and in the plans and specifications for said improvement now on file in the office of the City Engineer.

2. The City Administrator is authorized and directed to cause notice of advertisement for bids to be published once each week for two consecutive weeks in the Mandan News, the official newspaper, the first of such publications to be at least fourteen days before the date specified for receipt of bids, which notice shall be in the following form:

**“ADVERTISEMENT FOR BIDS FOR
STREET IMPROVEMENT DISTRICT NO. 194
MANDAN, NORTH DAKOTA**

Notice is hereby given, that the City of Mandan, North Dakota will receive sealed bids at the office of the City Administrator until Tuesday, April 29, 2014, at 4:00 p.m., local time for the purpose of furnishing of materials, labor and skill needed for the new construction of storm sewer mains, asphalt streets, concrete curb and gutter and street lights and related work in accordance with the plans and specifications for Street Improvement District No. 194 (Project # 2014-12), for the City of Mandan. The Work consists of all labor, skill, and materials required to properly construct the improvement.

Contractors and vendors desiring plans and specifications for personal use may secure digital copies from www.questcdn.com for a fee of \$25.00. These documents may be downloaded by selecting this project from the “Bid Documents” tab and by entering Quest Project Number #3211175 on the “Search Projects” page. For assistance and the free membership registration, contact QuestCDN at (952)233-1632 or info@questcdn.com. Paper copies of the bid documents may be obtained from the City of Mandan Engineering office, 205 2nd Avenue Northwest, Mandan, North Dakota 58554 or from Wenck Associates,

Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Resolution approving plans and specifications and resolution approving ad for bid for Street Improvement District No. 194, Project No. 2014-12 (Developer's West Acres, Ventures and Crown Point area).

Page 5 of 7

Inc., 301 1st Street NE, Suite 202, Mandan, North Dakota 58554 upon non-refundable payment of \$100.00 for each set. If Plans are mailed out and additional fee of \$15.00 will be added for postage and handling.

The bid proposals must be submitted to the City Administrator by 4:00 p.m., local time, April 29, 2014 and shall be sealed and endorsed "Proposal for Street Improvement District No 194. Bids shall be delivered or mailed to: City Administrator, City of Mandan, 205 2nd Avenue NW, Mandan, ND 58554. Bids will be opened and read aloud in the City Commission Meeting Room at 4:00 p.m., local time, on Tuesday, April 29, 2014. All bidders are invited to be present at the public opening of the Bids.

All Bidders must be licensed for the highest amount of their Bids, as provided by Section 43-07-05 of the North Dakota Century Code. The Bidder shall include a copy of his license or certificate of renewal thereof enclosed in the required bid bond envelope as required pursuant to Section 43-07-12 of the North Dakota Century Code, as amended.

Each bid shall be accompanied by a separate envelope containing a bidder's bond in the amount of five (5) percent of the highest amount of the bids as required by Section 48-01.1-05 (3), North Dakota Century Code, as amended, and executed by the Bidder as principal and by a surety, conditioned that if the principal's bid is accepted and the contract awarded to the principal, the principal, within ten days after Notice of Award, shall execute and effect a contract in accordance with the terms of the bid, and a Contractor's Bond as required by law. No bid may be read or considered if it does not fully comply with the requirements of Section 48-01.1-05 of the North Dakota Century Code and any deficient bid must be resealed and returned to the bidder immediately.

Bids shall be made on the basis on cash payment for the work to be done. All work under this advertisement shall be started on a date to be specified in a written order from the Board of City Commissioners, or no later than ten (10) days after written notice to proceed has been received from the City.

Work shall be completed on or before the following dates with liquidated damages assessed as follows:

October 31st, 2014 for substantial completion date with seal coat by August 15th, 2015.

Liquidated damages of \$200.00 per day will be assessed if any completion dates are exceeded.

Should the contractor fail to complete all of the work in a District according to the above date, or within such additional time as may have been granted by formal extensions of time approved by the City Engineer, there shall be deducted from any money due the contractor, the above mentioned sum for each calendar day the completion of the Work is delayed, for each District. Liquidated damages will continue to accumulate until the City

Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Resolution approving plans and specifications and resolution approving ad for bid for Street Improvement District No. 194, Project No. 2014-12 (Developer's West Acres, Ventures and Crown Point area).

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Engineer determines winter weather prevents further construction. Liquidated damages will restart on the first day of construction in the Spring of 2015 and continue to accumulate until final project acceptance. The Contractor and his surety shall be liable for any excess. Such payments shall be deducted from the final payment and shall be charged as liquidated damages and not as a penalty.

The Board of City Commissioners will meet on Tuesday, May 6, 2014, at 5:30 PM, local time, to determine the sufficiency of protests, to review the Bids submitted, consider the engineer's recommendation, and to award the contract to the successful Bidder, if protests have been deemed insufficient. The contract will be awarded on the basis of the low Bid submitted, on eligible areas, by a responsible and responsive Bidder deemed most favorable to the City's interest.

The City of Mandan reserves the right reject any or all bids, to waive any informality or irregularity, to hold all bids for a period of thirty (30) days after the date fixed for the opening thereof, and to accept the Bid deemed most favorable to the best interest of the City of Mandan.

Dated this 1 day of April, 2014

City of Mandan, North Dakota
BY: James Neubauer
City Administrator"

3. Each and all of the terms and provisions of the foregoing notice are hereby adopted as the terms and conditions for the award of said contract.

4. The Board of City Commissioners shall meet on Tuesday, May 6, 2014 at 5:30 pm, local time, to review the bids submitted, consider the engineer's recommendation, and to award the contract to the successful bidder, subject to the Board finding that filed protests are insufficient to bar the work.

President, Board of City Commissioners

ATTEST:

City Administrator

Passed: April 1, 2014

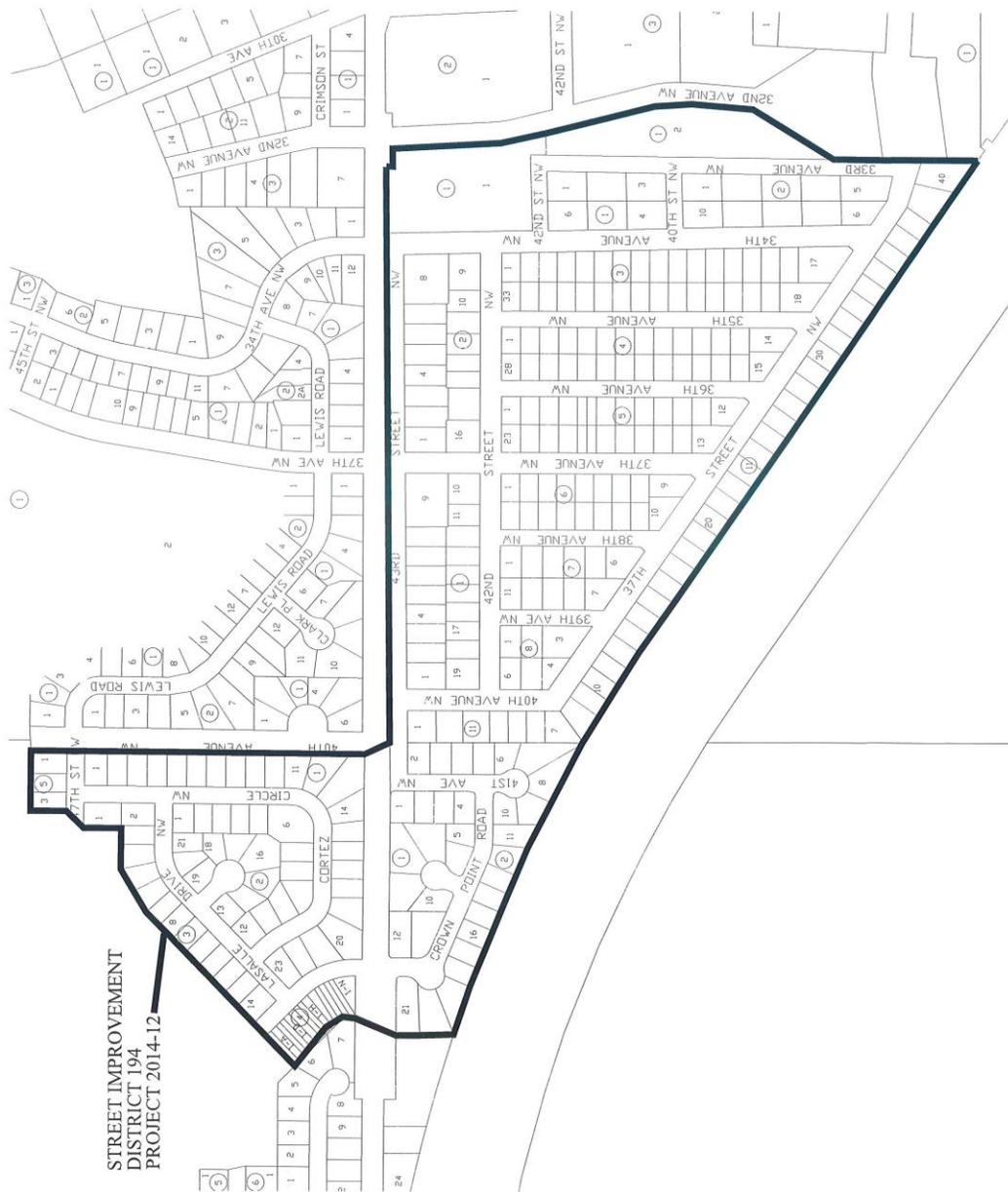
Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Resolution approving plans and specifications and resolution approving ad for bid for Street Improvement District No. 194, Project No. 2014-12 (Developer's West Acres, Ventures and Crown Point area).

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Board of City Commissioners

Agenda Documentation

MEETING DATE: April 1, 2014
PREPARATION DATE: April 1, 2014
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning & Engineering Director
SUBJECT: Consider Resolution approving plans and specifications and Resolution directing advertisement for bids for Street Improvement District No. 195, Project No. 2014-13 (Roughriderø area).

STATEMENT/PURPOSE: To consider resolution approving plans and specifications and resolution directing advertisement for bids.

BACKGROUND/ALTERNATIVES: On March 4, 2014 the Mandan City Commission approved the creation of Street Improvement District No. 195 and approved the Engineerø Report, Feasibility Report and the Resolution of Necessity.

After the Engineerø Report, Feasibility Report, and Resolution of Necessity were approved, City Engineering with City Commission approval moved forward with hiring Wenck Associates to put together plans and specs for construction design. As part of the process, Wenck Associates core drilled the pavement in various locations to better assess the current state of the roadwayø pavement. The pavement cores revealed that there is substantial failure in the pavement just under the top 2ö of the surface. The pavement below the top 2ö in cores 1, 1A, 2, 2A disintegrated when drilled.

This discovery has led to the recommendation, upon discussions between city staff and Wenck, to pursue a øMine and Blendø project scope instead of the øMill and Overlayø project previously proposed. The øMine and Blendø approach will be more expensive than the øMill and Overlayø by approximately 30%. As a result, our office, in consultation with other city staff, would propose to bid street lighting as an option. If bid as an option, and not accepted, the estimate for the øMine and Blendø approach is near to the original published estimate of the entire project with street lights. If the optional street lighting is bid low enough, that could still be part of the project scope.

Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Resolution approving plans and specifications and resolution approving ad for bid for Street Improvement District No. 195, Project No. 2014-13 (Roughriderø area).

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The City of Mandan Engineering Department is requesting that we move forth by approving the plans and specifications and approve the resolution directing advertisement for bids for this project.

Going forward, the intended project schedule is as follows:

- 30 day protest period ending April 8th. Public hearing to determine sufficiency of protests on April 15th commission meeting.
- Bid opening on April 29nd.
- Approval to award bid on May 6th City Commission meeting.
- Substantial completion of project by October 31st, 2014.

ATTACHMENTS:

1. Core Samples Report
2. Map with Approximate Locations of Core Samples
3. Pictures of Core Samples
4. Resolution approving plans and specifications.
5. Resolution approving ad for bid
6. District map

FISCAL IMPACT: Based on new information revealed in pavement coring, the new construction estimate for ðMine and Blendö approach is \$566,275 and the updated construction estimate for the proposed optional street lighting is \$241,194. Engineering and Administrative fees are expected to be approximately 30% of construction cost, therefore the total project cost estimate for the Mine and Blend without the street lighting is \$736,158 and with the optional street lighting would be \$1,049,710. The estimated special assessment per parcel is \$9,088.37 per parcel without the street lighting option and \$12,959.38 per parcel with the option.

STAFF IMPACT: Time for planning and administrative duties.

LEGAL REVIEW: All of my commission data has been forwarded to the City Attorney for his review.

RECOMMENDATION: This office supports approving the resolution approving plans and specifications and approving resolution directing advertisement for bids.

SUGGESTED MOTION: I move to approve the resolution approving plans and specifications and to approve the resolution directing advertisement for bids for Street Improvement District No. 195, Project No. 2014-13 (Roughriderø area).

Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Resolution approving plans and specifications and resolution approving ad for bid for Street Improvement District No. 195, Project No. 2014-13 (Roughriderø area).

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City of Mandan
2014 SID 195
Pavement Cores

Number	Location	Distance from back of curb (feet)	Measured from Curb Side	Depth (inches)	Notes
1	4816 W Roughrider Circle	3	East	7.25	Core disintegrated when drilled, depth measured to bottom of pavement
1A	4816 W Roughrider Circle	13	East	6.50	Core disintegrated when drilled, depth measured to bottom of pavement
2	Trail Dr and East Roughrider Circle	21	West	6-7.5	Core disintegrated when drilled, sides of hole collapsed as well, depth couldnt accurately be measured
2A	Trail Dr and East Roughrider Circle	12	West	6-7.5	Core disintegrated when drilled, sides of hole collapsed as well, depth couldnt accurately be measured
3	Crest of Hill, 56th AVE NW	6	East Shldr	5.00	
4	8004 Horseshoe Bend	9	South	5.50	

Cored 3/21/14



2014 SID 195
Pavement Thickness Cores



Board of City Commissioners

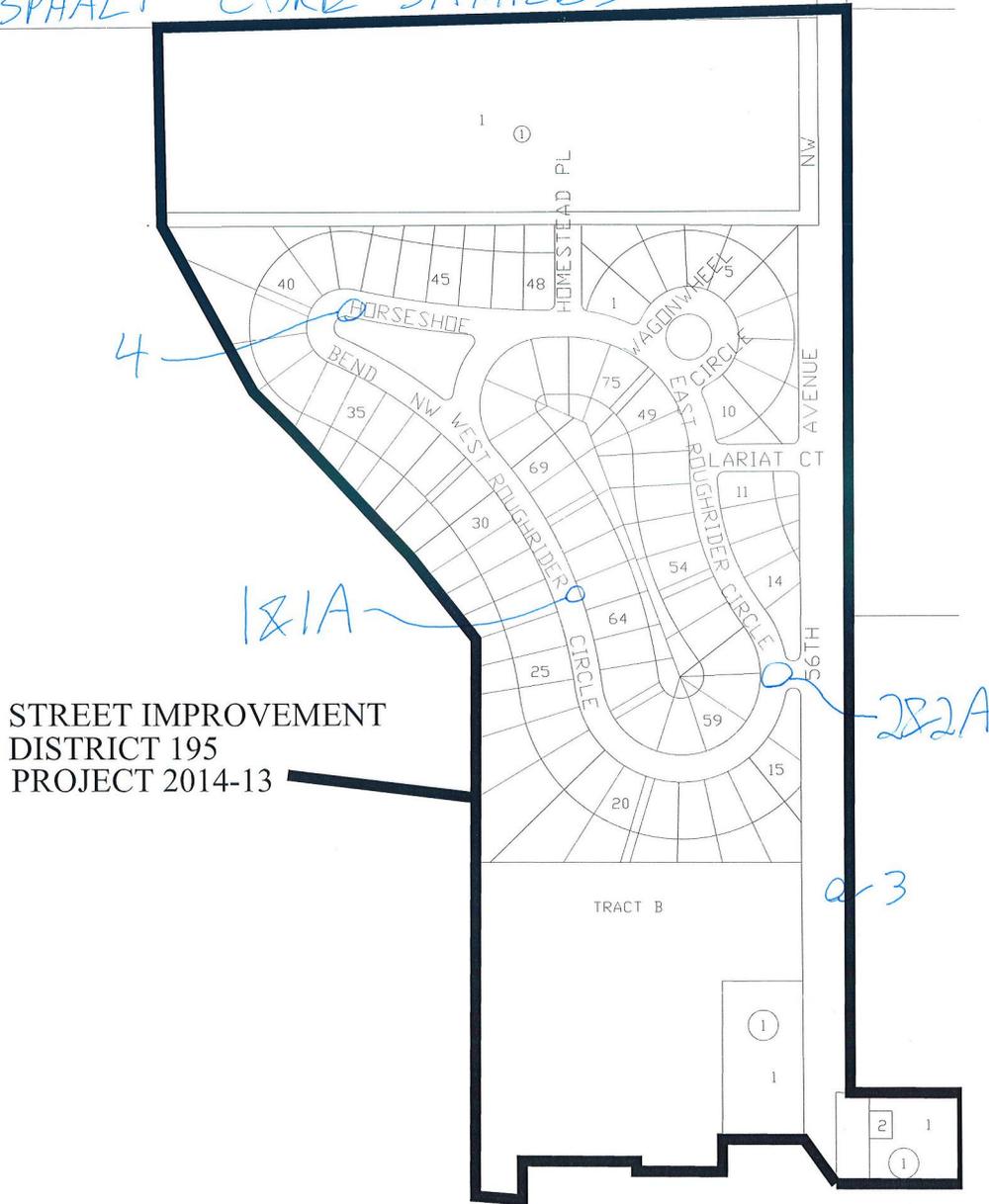
Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Resolution approving plans and specifications and resolution approving ad for bid for Street Improvement District No. 195, Project No. 2014-13 (Roughriders area).

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APPROXIMATE LOCATIONS OF ASPHALT CORE SAMPLES



Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Resolution approving plans and specifications and resolution approving ad for bid for Street Improvement District No. 195, Project No. 2014-13 (Roughriders area).

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Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Resolution approving plans and specifications and resolution approving ad for bid for Street Improvement District No. 195, Project No. 2014-13 (Roughriders area).

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Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Resolution approving plans and specifications and resolution approving ad for bid for Street Improvement District No. 195, Project No. 2014-13 (Roughriderø area).

Page 7 of 11

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS
FOR STREET IMPROVEMENT DISTRICT NO. 195
PROJECT # 2014-13**

BE IT RESOLVED By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

Pursuant to the requirement of section 40-22-11 of the North Dakota Century Code, the Plans and Specifications for the improvement project in Street Improvement District No. 195 (Project # 2014-13) of said City be and the same are hereby approved, ratified and confirmed as the plans and specifications in accordance with which said improvement project will be constructed, except as modified by this Board in accordance with law, and the City Administrator shall file the same in his office, open for public inspection.

Dated this 1 day of April, 2014.

President, Board of City Commissioners

ATTEST:

City Administrator

**RESOLUTION DIRECTING ADVERTISEMENT FOR BIDS
FOR STREET IMPROVEMENT DISTRICT NO. 195**

BE IT RESOLVED, By the Board of City Commissioners of the City of Mandan, North Dakota, as follows:

1. The City Administrator, Deputy Auditor and City Engineer shall meet at the time and place specified in the notice authorized in paragraph 2 hereof, for the purpose of opening sealed bids for the work and material needed for the improvement project to be made in Street Improvement District No. 195 (Project # 2014-13) of the City of Mandan, as more fully described and referred to in the resolution creating said improvement district passed and approved by the Board on March 4th, 2014, and in the plans and specifications for said improvement now on file in the office of the City Engineer.

2. The City Administrator is authorized and directed to cause notice of advertisement for bids to be published once each week for two consecutive weeks in the Mandan News, the official newspaper, the first of such publications to be at least fourteen days before the date specified for receipt of bids, which notice shall be in the following form:

**“ADVERTISEMENT FOR BIDS FOR
STREET IMPROVEMENT DISTRICT NO. 195
MANDAN, NORTH DAKOTA**

Notice is hereby given, that the City of Mandan, North Dakota will receive sealed bids at the office of the City Administrator until Tuesday, April 29, 2014, at 4:00 p.m., local time for the purpose of furnishing of materials, labor and skill needed for the installation of new asphalt resurfacing by mine and blend, spot repair of concrete curb and gutter, optional street lights and related work in accordance with the plans and specifications for Street Improvement District No. 195 (Project # 2014-13), for the City of Mandan. The Work consists of all labor, skill, and materials required to properly construct the improvement.

Contractors and vendors desiring plans and specifications for personal use may secure digital copies from www.questcdn.com for a fee of \$25.00. These documents may be downloaded by selecting this project from the %Bid Documents+ tab and by entering Quest Project Number #3211194 on the %Search Projects+ page. For assistance and the free membership registration, contact QuestCDN at (952)233-1632

Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Resolution approving plans and specifications and resolution approving ad for bid for Street Improvement District No. 195, Project No. 2014-13 (Roughriderø area).

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or info@questcdn.com. Paper copies of the bid documents may be obtained from the City of Mandan Engineering office, 205 2nd Avenue Northwest, Mandan, North Dakota 58554 or from Wenck Associates, Inc., 301 1st Street NE, Suite 202, Mandan, North Dakota 58554 upon non-refundable payment of \$100.00 for each set. If Plans are mailed out and additional fee of \$15.00 will be added for postage and handling.

The bid proposals must be submitted to the City Administrator by 4:00 p.m., local time, Tuesday, April 29, 2014 and shall be sealed and endorsed Proposal for Street Improvement District No 195. Bids shall be delivered or mailed to: City Administrator, City of Mandan, 205 2nd Avenue NW, Mandan, ND 58554. Bids will be opened and read aloud in the City Commission Meeting Room at 4:00 a.m., local time, on Tuesday, April 29, 2014. All bidders are invited to be present at the public opening of the Bids.

All Bidders must be licensed for the highest amount of their Bids, as provided by Section 43-07-05 of the North Dakota Century Code. The Bidder shall include a copy of his license or certificate of renewal thereof enclosed in the required bid bond envelope as required pursuant to Section 43-07-12 of the North Dakota Century Code, as amended.

Each bid shall be accompanied by a separate envelope containing a bidder's bond in the amount of five (5) percent of the highest amount of the bids as required by Section 48-01.1-05 (3), North Dakota Century Code, as amended, and executed by the Bidder as principal and by a surety, conditioned that if the principal's bid is accepted and the contract awarded to the principal, the principal, within ten days after Notice of Award, shall execute and effect a contract in accordance with the terms of the bid, and a Contractor's Bond as required by law. No bid may be read or considered if it does not fully comply with the requirements of Section 48-01.1-05 of the North Dakota Century Code and any deficient bid must be resealed and returned to the bidder immediately.

Bids shall be made on the basis on cash payment for the work to be done. All work under this advertisement shall be started on a date to be specified in a written order from the Board of City Commissioners, or no later than ten (10) days after written notice to proceed has been received from the City.

Work shall be completed on or before the following dates with liquidated damages assessed as follows:

October 31st, 2014 for substantial completion date with seal coat by August 15th, 2015.

Liquidated damages of \$200.00 per day will be assessed if any completion dates are exceeded.

Should the contractor fail to complete all of the work in a District according to the above date, or within such additional time as may have been granted by formal

Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Resolution approving plans and specifications and resolution approving ad for bid for Street Improvement District No. 195, Project No. 2014-13 (Roughriderø area).

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extensions of time approved by the City Engineer, there shall be deducted from any money due the contractor, the above mentioned sum for each calendar day the completion of the Work is delayed, for each District. Liquidated damages will continue to accumulate until the City Engineer determines winter weather prevents further construction. Liquidated damages will restart on the first day of construction in the Spring of 2015 and continue to accumulate until final project acceptance. The Contractor and his surety shall be liable for any excess. Such payments shall be deducted from the final payment and shall be charged as liquidated damages and not as a penalty.

The Board of City Commissioners will meet on Tuesday, May 6, 2014, at 5:30 PM, local time, to determine the sufficiency of protests, to review the Bids submitted, consider the engineer's recommendation, and to award the contract to the successful Bidder, if protests have been deemed insufficient. The contract will be awarded on the basis of the low Bid submitted, on eligible areas, by a responsible and responsive Bidder deemed most favorable to the City's interest.

The City of Mandan reserves the right reject any or all bids, to waive any informality or irregularity, to hold all bids for a period of thirty (30) days after the date fixed for the opening thereof, and to accept the Bid deemed most favorable to the best interest of the City of Mandan.

Dated this 1 day of April, 2014

City of Mandan, North Dakota
BY: James Neubauer
City Administrator+

3. Each and all of the terms and provisions of the foregoing notice are hereby adopted as the terms and conditions for the award of said contract.

4. The Board of City Commissioners shall meet on Tuesday, May 6, 2014 at 5:30 pm, local time, to review the bids submitted, consider the engineer's recommendation, and to award the contract to the successful bidder, subject to the Board finding that filed protests are insufficient to bar the work.

President, Board of City Commissioners

ATTEST:

City Administrator

Passed: April 1, 2014

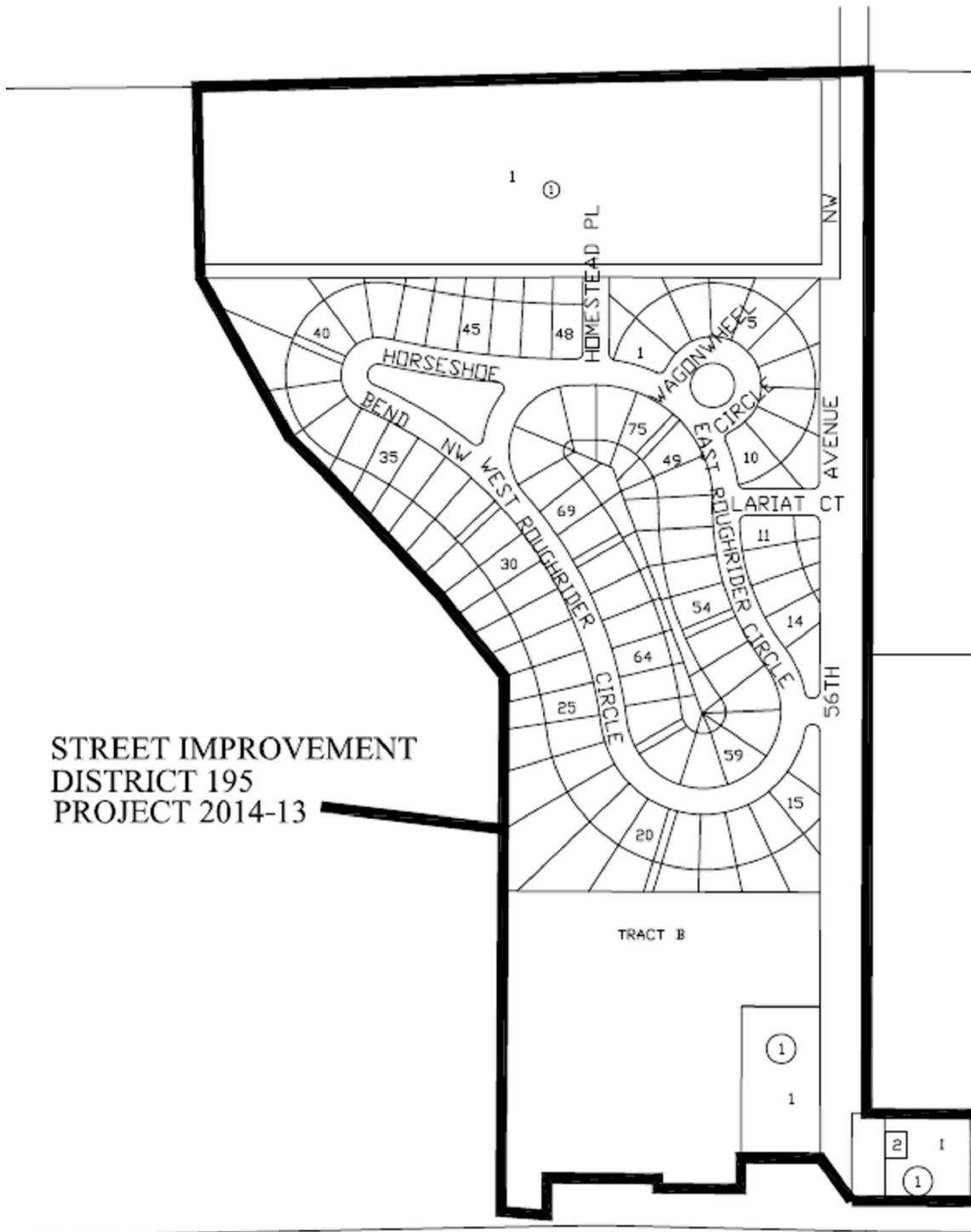
Board of City Commissioners

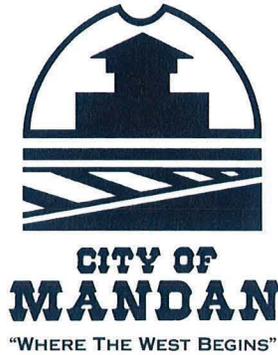
Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Resolution approving plans and specifications and resolution approving ad for bid for Street Improvement District No. 195, Project No. 2014-13 (Roughriders area).

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Board of City Commissioners

Agenda Documentation

MEETING DATE: April 1, 2014
PREPARATION DATE: March 27, 2014
SUBMITTING DEPARTMENT: Engineering & Planning
DEPARTMENT DIRECTOR: Justin Froseth
PRESENTER: Justin Froseth, Planning & Engineering Director
SUBJECT: Consider Change in Scope of Work of Street Improvement District No. 195, Project 2014-13 (Roughriders)

STATEMENT/PURPOSE: To consider change in scope of work for project based on findings in core samples taken during design engineering.

BACKGROUND/ALTERNATIVES: On March 4, 2014 the Mandan City Commission approved the creation of Street Improvement District No. 195 and approved the Engineer's Report, Feasibility Report and the Resolution of Necessity.

After the Engineer's Report, Feasibility Report, and Resolution of Necessity were approved, City Engineering with City Commission approval moved forward with hiring Wenck Associates to put together plans and specs for construction design. As part of the process, Wenck Associates core drilled the pavement in various locations to better assess the current state of the roadway's pavement. The pavement cores revealed that there is substantial failure in the pavement just under the top 2" of the surface. The pavement below the top 2" in cores 1, 1A, 2, 2A disintegrated when drilled.

This discovery has led to the recommendation, upon discussions between city staff and Wenck, to pursue a "Mine and Blend" project scope instead of the "Mill and Overlay" previously proposed. The "Mine and Blend" approach will be more expensive than the "Mill and Overlay" by approximately 30%. Because of that, our office would propose to remove street lighting to the new project scope resulting in the new scope's estimate to be near the original project estimate with the street lighting.

Because of the new project scope, a new Engineer's Report, Feasibility Report, and Resolution of Necessity would need to be brought forward at next city commission meeting. We would plan on bringing the new scope's plans and specs forward at the same time to expedite the process and bid during protest period.

Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Change in Scope of Work of Street Improvement District No. 195,
Project 2014-13 (Roughriders)

Page 2 of 6

Going forward, the intended project schedule is as follows:

- April 15 - Consider approval of Engineer's Report, Feasibility Report, and Resolution of Necessity for new project scope.
- April 15 – Consider approval of Plans and Specifications for Mine and Blend project scope.
- May 20 – Deadline for submitting protests.
- May 27 – Bid Opening.
- June 3 – Determine sufficiency of protests, and award of bid if insufficient protests.
- October 31st, 2014 - Substantial completion of project.

ATTACHMENTS: 1. Core Samples Report
 2. Map with Approximate Locations of Core Samples
 3. Pictures of Core Samples

FISCAL IMPACT: Cost of new project scope approximately the same as previous.

STAFF IMPACT: Time for planning and administrative duties.

LEGAL REVIEW: All of my commission data has been forwarded to the City Attorney for his review.

RECOMMENDATION: Develop new project scope in light of the information recently discovered.

SUGGESTED MOTION: I move to approve the Department of Engineering's approach to move forward with project scope change for Street Improvement District No. 195, Project 2014-13 (Roughriders)

City of Mandan
 2014 SID 195
 Pavement Cores

Number	Location	Distance from back of curb (feet)	Measured from Curb Side	Depth (inches)	Notes
1	4816 W Roughrider Circle	3	East	7.25	Core disintegrated when drilled, depth measured to bottom of pavement
1A	4816 W Roughrider Circle	13	East	6.50	Core disintegrated when drilled, depth measured to bottom of pavement
2	Trail Dr and East Roughrider Circle	21	West	6-7.5	Core disintegrated when drilled, sides of hole collapsed as well, depth couldn't accurately be measured
2A	Trail Dr and East Roughrider Circle	12	West	6-7.5	Core disintegrated when drilled, sides of hole collapsed as well, depth couldn't accurately be measured
3	Crest of Hill, 56th AVE NW	6	East Shldr	5.00	
4	6004 Horseshoe Bend	9	South	5.50	

Cored 3/21/14



2014 SID 195
 Pavement Thickness Cores



Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Change in Scope of Work of Street Improvement District No. 195,
Project 2014-13 (Roughriders)

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APPROXIMATE LOCATIONS OF
ASPHALT CORE SAMPLES



Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Change in Scope of Work of Street Improvement District No. 195,
Project 2014-13 (Roughriders)

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Board of City Commissioners

Agenda Documentation

Meeting Date: April 1, 2014

Subject: Consider Change in Scope of Work of Street Improvement District No. 195,
Project 2014-13 (Roughriders)

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ORDINANCE NO. 1181

An Ordinance to Amend Section 4-07-04 of the Mandan Code of Ordinances
Relating to Shared Leave Policy

Be it ordained by the Board of City Commissioners as follows:

A new sub-section to Section 4-07-04 of the Mandan Code of Ordinances, relating
to Shared Leave Policy, is hereby created to read as follows:

8. The City Commission may adopt a shared leave policy providing for the
sharing of annual and sick leave among city employees.

By: _____
President, Board of City Commissioners

Attest:

City Administrator

First Consideration: _____ 4/1/2014 _____
Second Consideration and Final Passage: _____

City of Mandan Personnel Policies

Res. & Ord. No. 1

Subject: <i>Shared leave & leave for organ or bone marrow donation</i>	Policy Number: <i>04-07-04 (8)</i>
Issue Date: <i>April 2014</i>	Revision Date: <i>Original April 2014</i>
Authorizing Mandan Municipal Code: <i>04-07-04 (8)</i>	Page 1 of 3

I. PURPOSE & SCOPE

Employees may donate annual and sick leave to other city employees. Employees may also receive donated leave.

II. DEFINITIONS

1. "Household members" means those persons who reside in the same home, who have reciprocal duties to and do provide financial support for one another. This term includes foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.
2. "Relative of the employee" is limited to the spouse, child, stepchild, grandchild, grandparent, or parent of an employee.
3. "Severe" or "extraordinary" means serious, extreme, or life threatening. These terms do not include conditions associated with normal pregnancy.
4. "City employee" means a permanent employee with over six months of continuous service with the city. It does not include employees in probationary status or employees on temporary or other limited term appointments.
5. "Department" means city departments along with Mandan Airport and Morton Mandan Library employees should their respective boards reciprocate.

III. POLICY

1. Annual Leave:
 - a. A city employee may donate annual leave to another city employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition that has caused or is likely to cause the employee to take leave without pay or terminate employment.
 - b. A city employee is eligible to receive shared leave pursuant to the following conditions:
 - i. The city administrator determines that the employee meets the criteria described in this section.
 - ii. The employee has abided by city policies regarding the use of annual leave.
 - iii. The employee's use of shared leave, including both annual and sick leave, does not exceed four months in any twelve-month period.
 - c. A city employee may donate annual leave to another city employee only pursuant to the following conditions:
 - i. The receiving employee has exhausted, or will exhaust, all annual leave, sick leave, and compensatory time off due to an illness, injury, impairment, or physical or mental condition, that is of an extraordinary or severe nature, and involves the employee, a relative of the employee, or a household member of the employee.

City of Mandan Personnel Policies

Res. & Ord. No. 1

Subject: <i>Shared leave & leave for organ or bone marrow donation</i>	Policy Number: <i>04-07-04 (8)</i>
Issue Date: <i>April 2014</i>	Revision Date: <i>Original April 2014</i>
Authorizing Mandan Municipal Code: <i>04-07-04 (8)</i>	Page 2 of 3

- ii. The condition has caused, or is likely to cause, the receiving employee to go on leave without pay or terminate employment.
 - iii. The donating employee donates leave in full-hour increments and retains a leave balance of at least forty hours.
 - d. The city administrator shall require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
 - e. Donated annual leave is transferable between employees in different departments.
 - f. One hour of donated annual leave must be regarded as one hour of shared leave for the recipient.
 - g. Any donated leave may only be used by the recipient for the purposes specified in this section and is not payable in cash.
 - h. All forms of paid leave available for use by the recipient must be used prior to using shared leave.
 - i. Any shared leave not used by the recipient during each occurrence as determined by the city administrator may be retained by the recipient.
 - j. All donated leave must be given voluntarily. No city employee may be coerced, threatened, intimidated, or financially induced into donating annual leave for purposes of the leave sharing program.
- 2. Sick Leave:
 - a. A city employee may donate sick leave to a fellow city employee who is suffering from and extraordinary or severe illness, injury, impairment, or physical or mental condition that has caused or is likely to cause the employee to take leave without pay or terminate employment.
 - b. A city employee may be eligible to receive shared leave pursuant to the following conditions:
 - i. The city administrator determines that the employee meets the criteria described in this section.
 - ii. The employee has abided by city policies regarding use of sick leave.
 - iii. The employee's use of shared leave, including both sick and annual leave, does not exceed four months in any twelve-month period.
 - c. A city employee may donate sick leave to another city employee only pursuant to the following conditions:
 - i. The receiving employee has exhausted, or will exhaust, all annual leave, sick leave, and compensatory leave due to an illness, injury, impairment, or physical or mental condition, that is of an extraordinary or severe nature;
 - ii. The condition has caused, or likely to cause, the receiving employee to go on leave without pay or terminate employment; and
 - iii. The employee may not donate more than five percent of the employee's accrued leave hours, and all leave must be donated in full-hour increments.

City of Mandan Personnel Policies

Subject: <i>Shared leave & leave for organ or bone marrow donation</i>	Policy Number: <i>04-07-04 (8)</i>
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Authorizing Mandan Municipal Code: <i>04-07-04 (8)</i>	Page 3 of 3

- d. The city administrator shall require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the employee's condition.
 - e. Donated sick leave is transferable between employees in different departments.
 - f. One hour of donated sick leave must be regarded as one hour of shared leave for the recipient.
 - g. Any donated leave may only be used by the recipient for the purposes specified in this section and is not payable in cash.
 - h. All forms of paid leave available for use by the recipient must be used prior to using shared leave.
 - i. Any shared leave not used by the recipient during each occurrence as determined by the city administrator may be retained by the recipient.
 - j. All donated leave must be given voluntarily. No city employee may be coerced, threatened, intimidated, or financially induced into donating sick leave for purposes of the leave sharing program.
3. Leave for organ or bone marrow donation.
- a. The mayor may grant a leave of absence, not to exceed twenty workdays, to an employee for the purpose of donating an organ or bone marrow. Notwithstanding the limitations for the donation and use of donated leave under Sections 1 and 2 of this policy, an employee may request and use donated annual leave or sick leave for the purpose of donating an organ or bone marrow.
 - b. If an employee requests donations of sick leave or annual leave, but does not receive the full amount needed for the donation of an organ or bone marrow, the mayor may grant a paid leave of absence for the remainder of the leave up to the maximum total of twenty workdays.
 - c. The mayor may require verification by a physician regarding the purpose of the leave requested and information from the physician regarding the length of the leave requested.
 - d. Any paid leave of absence granted under this section may not result in a loss of compensation, seniority, annual leave, sick leave, or accrued overtime for which the employee is otherwise eligible.

IV. PROCEDURE

Employees requesting shared leave must use the leave donation request form, **SFN 58960**

ORDINANCE NO. 1182

AN ORDINANCE ANNEXING LAND INTO THE CITY OF MANDAN, MORTON COUNTY, NORTH DAKOTA

WHEREAS, Montana Dakota Utilities has acquired part of the Tesoro Refinery property along Old Red Trail for the purpose of building an electric substation; and

WHEREAS, this action will require the recording of a new plat; and

WHEREAS, the southern portion of the property is within the corporate limits of the City of Mandan, and

WHEREAS, all of a property must be within one corporate jurisdiction in order to record a plat; and

WHEREAS, North Dakota Century Code Section 40-51.2-03 provides that if the owners of at least three-fourths of the assessed value of the property being requested for annexation request such action in writing; and

WHEREAS, Montana Dakota Utilities has petitioned the City to annex the remainder of property; and

WHEREAS, Tesoro Refining and Marketing Company LLC, the seller of the property, does not object to this request for annexation; and

WHEREAS, notice was published in a newspaper of general circulation within the City of Mandan on 3/21/2014 and a certified letter announcing the intent to annex was delivered by the USPS to Morton County on 3/17/2014 as required by North Dakota Century Code 40-51.2-05.

NOW THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Mandan, Morton County, North Dakota as follows:

Section 1. Description of Parcel of Land being Annexed. All that land not currently within the corporate limits of the City of Mandan located along Old Red Trail east of Collins Avenue NW that is described as follows:

Part of the Northeast Quarter of Section 22, Township 139 North, Range 81 West of the Fifth Principal Meridian, Morton County, North Dakota beginning at the Southwest corner of said Northwest Quarter of Section 22 and running thence North 00 degrees 10 minutes 20 seconds West on and along the West line of said Northeast Quarter a distance of 300.00 feet to a point, thence North 89 degrees 11 minutes 03 seconds East a distance of 300.00 feet to a point, thence South 00 degrees 10 minutes 20 seconds East a distance of 300.00 feet to a point on the South line of said Northeast Quarter, thence South 89 degrees 11 minutes 03 seconds West on and along said South line a distance of 300.00 feet to the point of beginning containing 2.07 acres more or less.

Section 2. Notice. The proper officials of the city are hereby directed to publish a copy of this ordinance in the Mandan News, the official newspaper, for two successive weeks and take such further action as they may deem necessary or desirable.

President, Board of City Commissioners

Attest:

City Administrator

Publication Date:

3/21/2014

First Consideration:

4/1/2014

Second Consideration and Final Passage:

Publication Dates:

Recording Date: