

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

**KLJ Project #: 2404-00928-1**

THIS IS AN AGREEMENT effective as of April 16, 2026 ("Effective Date") between Bismarck Parks and Recreation District ("Owner") and KLJ Engineering LLC ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: 2026 Parking Lot Renovations ("Project").

Engineer's services under this Agreement are generally identified as follows: **Topographic Survey, Preliminary Design, Final Design, Bidding, Construction Observation & Administration, and Post-Construction** ("Services"). *See Exhibit A for full scope of engineering services.*

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Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: ***Approximately 4/16/25 to 12/31/2027. The compensation amounts stipulated in Paragraph 2.02 is conditioned on a period of service not exceeding 12/31/2027.***
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

**2.01 Payment Procedures**

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) 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, and (2) 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, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

## 2.02 *Basis of Payment—Lump Sum*

- A. Owner shall pay Engineer for Services as follows:
1. A Lump Sum amount of \$645,000.00 based on the following estimated distribution of Compensation
    - a. Topographic Survey \$ 54,900.00
    - b. Preliminary Design \$ 42,300.00
    - c. Final Design \$ 283,500.00
    - d. Bidding \$ 17,000.00
    - e. Construction \$ 174,700.00
    - f. Construction Staking \$ 66,600.00
    - g. Post-Construction \$ 6,000.00
  2. Lump Sum fees for Construction, Construction Staking, and Post-Construction identified above assume all projects will be constructed. Engineer will adjust these fees accordingly if certain projects are not awarded or constructed.
  3. In addition to the Lump Sum amount, reimbursement for the following expenses: None
  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 Lump Sum amount unless approved in writing by the Owner.
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any.

## 3.01 *Termination*

- A. The obligation to continue performance 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 Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
    - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
    - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; 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, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. 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.

#### 5.01 *General Considerations*

- 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 the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Subject to the foregoing Standard of Care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. Neither Party shall be considered to be in default of this Agreement if delays in or failure of performance are due to forces beyond the reasonable control of the nonperforming Party, the effect of which the nonperforming Party could not avoid by the exercise of reasonable diligence. Such forces include, but are not limited to: fire, acts of God, flood, earthquake, storm, lightning, tornados, epidemic, war, riot, civil disturbance, sabotage, strike, work slowdown, or other labor disturbances, judicial restraint, action or inaction of any Government entity in either its sovereign or contractual capacity, quarantine restrictions, freight embargoes, delays in long lead time items and severe weather. Any changes to the terms of this agreement impacted by a Force Majeure event shall be documented in an Amendment to the Agreement.
- J. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- K. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- L. This Agreement is to be governed by the law of the state in which the Project is located.

- M. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- N. Engineer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
- O. The Engineer accepts no fiduciary duties or responsibilities on behalf of Owner.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), 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.

#### *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

*Attachments:* Exhibit A – Engineer's Services

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

Owner: Bismarck Parks and Recreation District

Engineer: KLJ Engineering LLC

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No. (if required):

061-C

State of: ND

Address for Owner's receipt of notices:

Bismarck Parks and Recreation District

400 E Front Avenue

Bismarck, ND 58504

Address for Engineer's receipt of notices:

KLJ Engineering LLC

400 East Broadway Avenue, Suite 600

Bismarck ND 58501

Legal Notices to: [legal@kljeng.com](mailto:legal@kljeng.com)

This is **EXHIBIT A**, consisting of 28 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 16, 2026.

**Engineer's Services**

**2026 Parking Lot Renovations - Bismarck Parks and Recreation District, Bismarck, ND**

**Project Number: 2404-00928-1**

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The Agreement is supplemented to include the following agreement of the parties.

**PART 1 – BASIC SERVICES**

***Project Location:***

The property (Property, Site, or Sites) for which Engineer's services are being provided will include ten (10) different parking lots on Bismarck Parks and Recreation District owned properties which are described as follows. Refer to **Exhibit A.1** for the project location map.

1. Frances Leach High Prairie Art and Science Center – The parking lot is located northeast of the intersection of Raven Drive and Canary Avenue, and west of the Frances Leach High Prairie Art and Science Center building. **See Exhibit A.2**
2. Sertoma at Clem Kelley Athletic Complex (West) – The parking lot is located west of the parks shop building and the Clem Kelley softball fields, north of the Sertoma Park tennis courts, and south of W Arbor Ave. **See Exhibits A.3**
3. Clem Kelley Athletic Complex (East) – The parking lot is located east of the parks shop building, north of the Clem Kelley softball fields, and just south of W Arbor Ave. **See Exhibit A.4**
4. Sons of Norway Park – The parking lot is located on the south side of the Sons of Norway Park and just north of Bismarck Expressway. The project area excludes the paved access road to the north and the parking area located east of Jeanette Myhre Elementary School parking lot. **See Exhibit A.5**
5. Bismarck Municipal Country Club (East) – The parking lot is located east of the Municipal Country Club building and includes the access driveway from North Griffin Street to the north. **See Exhibit A.6**
6. Bismarck Municipal Country Club (West) – The parking lot is located west of the Municipal Country Club building and includes the access driveway from Ward Road to the west. **See Exhibit A.7**
7. VFW / Tom O'Leary Golf Course – The parking lot includes the approximately 300 stalls lot immediately south of the VFW Ice Arena and east of Tom O'Leary Golf Course. The project area excludes the McQuade softball complex parking lot and the newly reconstructed parking lot to the north in front of VFW 2 & 3. **See Exhibit A.8**
8. Pioneer Park – Includes two (2) parking lots located north of the playground. The project area excludes the main park access driveway and the south parking lots. **See Exhibit A.9**
9. Century Avenue Bridge Trailhead – The parking lot located just north of East Century Avenue and west of the Hay Creek bridge. **See Exhibit A.10**
10. Dakota Zoo / Sertoma Park Shelter 8 – Includes two (2) parking lot expansions to add approximately ninety-three (93) stalls on the east side of the existing zoo parking lot and approximately four (4) stalls on the northwest side of Sertoma Park Shelter 8 parking lot. **See Exhibit A.11**

***Project Understanding:***

KLJ has been requested to complete Engineering design to improve the ten (10) parking lots described above to bid the project to one (1) Constructor. Rough preliminary design concepts and preliminary cost estimates were previously completed for Bismarck Parks and Recreation Districts use in obtaining funding for the project. It is assumed that funding for the project will be obtained from a \$6-million bond, and the Engineer will not be required to perform special services required for compliance with any funding agencies. If

Engineer is required to perform special or extra services to satisfy the requirements of a funding agency, these services can be provided as an Additional Service.

#### **Frances Leach High Prairie Arts and Science Center**

The existing parking lot is asphalt paved without curb and gutter. Existing sidewalk on the east and south sides of the project are on grade with the existing asphalt pavement. Improvements to the parking lot will include regrading, full-depth replacement with asphalt pavement, new curb and gutter, new trash enclosure, and restriping. It is assumed that street trees and perimeter parking lot landscaping along Canary Avenue and Raven Drive and interior parking lot landscaping will be required. It is assumed that City of Bismarck site plan review will be required but a stormwater management plan (SWMP) will not be required.

#### **Sertoma at Clem Kelley Athletic Complex (West)**

The existing parking lot is currently asphalt paved. It is assumed that improvements will be achieved primarily with full depth replacement. Portions of the existing curb and gutter will be replaced and the parking lot will be restriped. It is assumed that the interior parking lot landscaping will be required, but no street trees or landscape screening will be required along W Arbor Ave. It is assumed that City of Bismarck site plan review will be required but a SWMP will not be required.

#### **Clem Kelley Athletic Complex (East)**

The existing parking lot is currently asphalt paved. It is assumed that improvements will be achieved using a combination of mill and overlay, and full depth replacement. Portions of the existing curb and gutter will be replaced and the parking lot will be restriped. It is assumed that the existing asphalt surfaced shared use path on the west side of the parking lot will be replaced with 14-foot wide thickened edge concrete sidewalk to match the existing trail width. It is assumed that parking lot landscape screening trees and shrubs, additional street trees along W Arbor Ave, and interior parking lot landscaping will be required. It is assumed that City of Bismarck site plan review will be required but a plan SWMP will not be required.

#### **Sons of Norway Park**

The existing parking lot is primarily asphalt paved with curb and gutter but the east end and access driveway to the Bismarck Expressway are concrete paved. Improvements to the parking lot will include full depth removal of the existing asphalt and replacement with reinforced concrete. Existing concrete on the east and west side of the parking lot will be protected. Portions of existing curb and gutter will be repaired, and the entire parking lot will be restriped. City of Bismarck code requires perimeter parking lot landscape screening and street trees along the Bismarck Expressway, but interior parking lot landscaping will not be required. However, due to the close proximity of Jeanette Myhre Elementary School and the Bismarck Expressway roadway pavement, perimeter parking lot landscape screening may not be desired for school security and maintenance purposes. A waiver request will be submitted for perimeter parking lot landscaping. It is assumed that City of Bismarck site plan review will be required but a SWMP will not be required.

#### **Bismarck Municipal Country Club (East)**

The existing parking lot is asphalt paved. Improvements to the parking lot and access driveway from North Griffin Street will include full-depth replacement with asphalt, new curb and gutter, and restriping. It is assumed that perimeter parking lot landscape screening and street trees along North Griffin Street will not be required due to elevation difference between the parking lot and North Griffin Street but interior parking lot landscaping will be required. It is assumed that City of Bismarck site plan review will be required but a SWMP will not be required.

### **Bismarck Municipal Country Club (West)**

The existing parking lot is asphalt paved without curb and gutter. Improvements to the parking lot access driveway from Ward Road will include full-depth replacement with asphalt pavement, raising the west side of the parking lot to flatten pavement slopes, and restriping. The driveway entrance and shared-use path crossing will be replaced with concrete pavement. It is assumed that street trees and perimeter parking lot landscaping along Ward Road will be required. It is assumed that City of Bismarck site plan review will be required but a SWMP will not be required.

### **VFW/Tom O'Leary Golf Course**

The improvements will include construction of approximately 20 new parking stalls in the green space located south of the practice green and east of Hole 1. One existing parking lot light pole and one existing storm sewer inlet will be relocated to accommodate the parking lot expansion. The existing parking lots are currently asphalt paved and the paving improvements will be achieved using a combination of full-depth replacement and mill and overlay. Portions of the existing curb and gutter will be replaced, and the entire parking lot will be restriped. It is assumed that the existing street trees and shrubs along N Washington Street are sufficient to satisfy the City of Bismarck parking lot landscape requirements. It is assumed that the existing trees within the existing interior parking lot island are sufficient, but shrubs need to be added within the existing parking lot landscape islands. It is assumed that City of Bismarck site plan review will be required but a SWMP will not be required.

### **Pioneer Park**

The existing parking lots are currently asphalt paved. Improvements in the south portion will be achieved using mill and overlay. The north portion of the parking lot will be improved by full-depth patching or replacement. Portions of existing curb and gutter will be repaired and the entire parking lot will be restriped. The existing culvert across the south entrance driveway from the main park access road will be replaced with two (2) 12" culverts. It is assumed that street trees and perimeter parking lot landscaping along River Road and interior parking lot landscaping will be required. It is assumed that City of Bismarck site plan review will be required but a SWMP will not be required.

### **Century Avenue Bridge Trailhead**

The existing parking lot is aggregate surfaced with curb and gutter. Improvements to the parking lot will include reinforced concrete pavement parking lot to East Century Ave sidewalk, sidewalk access to East Century Avenue on the east side of the parking lot, replacement of portions of existing curb and gutter, and restriping. It is assumed that street trees and perimeter parking lot landscaping along East Century Avenue will be required. It is assumed that City of Bismarck site plan review will be required but a SWMP will not be required.

### **Dakota Zoo and Sertoma Park Shelter 8**

The improvements will include new construction to provide approximately 97 new asphalt paved parking stalls to the east of the existing zoo parking lot, and 4 new parking stalls on the north side of the existing parking lot located west of Shelter 8. To provide a pedestrian walkway from the new parking lot to the zoo entrance and meet the required ADA accessible parking stall count at the zoo entrance, approximately four (4) existing parking stalls will be striped for no parking. It is assumed that additional existing parking stalls within the existing parking lot will be removed as required to construct interior parking lot landscape islands required by the City of Bismarck, but no additional improvements to the existing asphalt paved parking lots are proposed. It is assumed that the existing fence and gate will remain, but one new pedestrian gate will be provided to the zoo entrance. It is assumed that stormwater detention will be required for the Dakota Zoo parking lot expansion. It is assumed that interior parking lot landscaping in the new and existing parking lots and City of Bismarck

site plan review will be required. It is assumed that perimeter parking lot landscape screening and street trees along Riverside Park Road will not be required.

***Project Schedule:***

Topographic Survey: Three weeks from Agreement execution (approx. 4/17/26 – 5/8/26)  
Preliminary Design: Two weeks from acceptance of Topographic Survey (approx. 5/4/26 – 5/15/26)  
Final Design: Eight weeks from acceptance of Preliminary Design (approx. 5/18/26 – 7/10/26)  
City Review & Revisions: Approximately Four weeks from acceptance of Construction Documents (approx. 7/13/26 – 8/7/26)  
Bidding: Three weeks after acceptance of Final Design (approx. 7/21/26 – 8/12/26)  
Park Board Meeting: 8/20/26  
Construction: 12 weeks in 2026 (approx. 9/8/26 – 11/24/26)  
30 weeks in 2027 (approx. 5/3/27 – 11/24/27)

***Parties:***

Owner – Bismarck Parks and Recreation District  
Engineer – KLJ Engineering LLC  
Constructor - TBD - Shall be synonymous with Construction Manager at Risk (CMAR) or Contractor in this document

Engineer shall provide Basic Services as set forth below.

***A1.01 Study and Report Phase (Not Included)***

***A1.01 Topographic Survey Phase***

- A. Owner shall:
  - 1. Provide current title reports and supporting documents.
- B. Engineer shall provide:
  - 1. Topographic Survey
    - a. Provide limited topographic field survey in key areas to achieve the plan requirements which will include located utilities, and surface features such as buildings, fences, trees, roadways, sidewalks, curb and gutter, edge of pavement, etc.
    - b. Identify and map existing recorded easements and rights-of-way on the property found within the Owner provided title work. The Owner assumes all risk of ownership discrepancies and conflicts with easements or encumbrances not included in the title work to be provided by the Owner or lack of identification of easements and encumbrances if title work is not provided.
    - c. Identify utilities on base map based on information provided by utility owners and located by ND One Call.
    - d. Prepare a base map of existing conditions for each project Site using aerial photography, LIDAR data, topographic survey, or any combination of these data sources.

- C. Engineer's services under the Topographic Survey Phase will be considered complete on the date when the topographic survey basemaps have been delivered to Owner.

**A1.02 Preliminary Design Phase**

A. Owner shall:

1. Furnish the services of geotechnical consultants/engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluation of hazardous materials, including necessary operations for anticipating subsoil conditions, with written reports and recommendations on pavement sections, ground water elevations, percolation rates, retaining walls, utility trenches, and other construction considerations appropriate for the site, based on geotechnical sampling for design. Coordination with the geotechnical engineer and/or preparation of exhibits or other documents for use by the Owner in obtaining the services of a geotechnical consultant may be performed by the Engineer as an Additional Service. The Engineer assumes no responsibility for assumptions made regarding the services of the geotechnical consultant/engineer or lack of a geotechnical evaluation.
2. Furnish the services of an environmental and/or abatement companies to determine, specify, and mediate any contaminated soils or hazardous materials, if necessary.
3. Provide a copy of the budget for the cost of the Work for the Engineer's use in the design and coordination of the project.

B. Engineer shall provide:

1. Concept Development
  - a. Visit the project Sites with Owner to observe and document locations and nature of pavement distress, damage and/or failure, and identify other work which may be potentially necessary.
  - b. Prepare one (1) conceptual drawing(s) for each Site depicting locations of pavement damage, and methods of improvements such as removal and replacement, mill & overlay, curb repair, and limits of new construction.
  - c. Furnish to the Owner for review one (1) conceptual drawing(s) for each Site.
  - d. The Owner shall inform Engineer of any desired additions, deletions, or areas to be further refined for each Site.
    - 1) Incorporate Owner conceptual drawing comments into preliminary Engineer's Opinion of Probable Construction Costs and final plans.
  - e. Prepare a preliminary Engineer's Opinion of Probable Construction Cost for each Site.
2. Marketing Exhibit or Graphical Rendering *(Not Included)*
3. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised conceptual site plans and preliminary Engineer's Opinions of Probable Construction Cost have been delivered to Owner.

**A1.03 Entitlements Phase (Not Included)**

**A1.04 Final Design Phase**

- A. After acceptance by Owner of the Preliminary Design Phase documents and any other deliverables and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon authorization from Owner, Engineer shall provide:
- B. Detailed Site Design
  - 1. Develop site removals plan
    - a. Limits of removals for existing asphalt pavement, curb and gutter, trees, and other miscellaneous items required to complete the work.
    - b. Topsoil stripping limits
  - 2. Develop site grading design
    - a. Detailed grading plans including spot elevations and slopes to indicate specific construction grading requirements for parking lots with full depth replacement or new parking additions (e.g. sidewalks, accessible curb ramps, and drainage flow).
  - 3. Develop Site Layout
    - a. Limits of new pavement, pavement replacement, and pavement repair
    - b. Limits of new and replacement curb and gutter for parking lots
    - c. Limits of new and replacement sidewalks
    - d. Parking lot striping or re-striping plan
    - e. Signage
- C. Utility Design (*Not Included*)
- D. Stormwater Management Plan & Design
  - 1. Prepare and submit City of Bismarck SM04 storm water scoping sheet application for all Sites which will as appropriate include the project description, the proposed impervious area creation, the proposed stormwater management system to be used, the proposed post-construction stormwater BMPs, and a preliminary stormwater exhibit for the project.
  - 2. Below are the assumed stormwater requirements for each project Site.
  - 3. **Frances Leach High Prairie Arts and Science Center**
    - a. Prepare a SWMP Waiver request and submit to the City of Bismarck. It's assumed that the project will not add impervious coverage, and the City of Bismarck will approve a SWMP Waiver.

- b. It is assumed that the Site will surface drain to the existing city drainage system, and that no storm sewer design or on-site stormwater detention will be necessary for the Site.
- 4. **Sertoma at Clem Kelley Athletic Complex (West)**
  - a. Prepare a SWMP Waiver request and submit to the City of Bismarck. It's assumed that the project will not add impervious coverage, and the City of Bismarck will approve a SWMP Waiver.
  - b. It is assumed that the Site will surface drain to existing storm sewer system or the City right of way, and that no storm sewer design or on-site stormwater detention will be necessary for the Site.
- 5. **Clem Kelley Athletic Complex (East)**
  - a. Prepare a SWMP Waiver request and submit to the City of Bismarck. It's assumed that the project will not add impervious coverage, and the City of Bismarck will approve a SWMP Waiver.
  - b. It is assumed that the Site will surface drain to existing storm sewer system or the City right of way, and that no storm sewer design or on-site stormwater detention will be necessary for the Site.
- 6. **Sons of Norway Park**
  - a. Prepare a SWMP Waiver request and submit to the City of Bismarck. It's assumed that the project will not add impervious coverage, and the City of Bismarck will approve a SWMP Waiver.
  - b. It is assumed that the Site will surface drain to the existing park drainage system, and that no storm sewer design or on-site stormwater detention will be necessary for the Site.
- 7. **Bismarck Municipal Country Club (East)**
  - a. Prepare a SWMP Waiver request and submit to the City of Bismarck. It's assumed that the project will not add impervious coverage, and the City of Bismarck will approve a SWMP Waiver.
  - b. It is assumed that the Site will surface drain to the existing park drainage system, and that no storm sewer design or on-site stormwater detention will be necessary for the Site.
- 8. **Bismarck Municipal Country Club (West)**
  - a. Prepare a SWMP Waiver request and submit to the City of Bismarck. It's assumed that the project will not add impervious coverage, and the City of Bismarck will approve a SWMP Waiver.

- b. It is assumed that the Site will surface drain to the existing park drainage system, and that no storm sewer design or on-site stormwater detention will be necessary for the Site.

**9. VFW / Tom O'Leary Golf Course**

- a. Develop Stormwater Management Plan per final layout and in accordance with the City of Bismarck requirements.
- b. Document the existing condition and developed drainage patterns and flow rates for the required storm events (2, 10 and 100-year 24 hour).
- c. Design stormwater facilities for proposed site in accordance with governing requirements.
  - 1) It is assumed that one (1) on-site stormwater detention facility including a drainage culvert will be required to mitigate increased runoff.

**10. Pioneer Park**

- a. Prepare a SWMP Waiver request and submit to the City of Bismarck. It's assumed that the project will not add impervious coverage, and the City of Bismarck will approve a SWMP Waiver.
- b. It is assumed that the Site will surface drain to the existing park drainage system, and that no storm sewer design or on-site stormwater detention will be necessary for the Site.

**11. Century Avenue Bridge Trailhead**

- a. Prepare a SWMP Waiver request and submit to the City of Bismarck. It's assumed that the project will add minimal impervious coverage with sidewalk connection, and the City of Bismarck will approve a SWMP Waiver.
- b. It is assumed that the Site will surface drain to the existing park drainage system, and that no storm sewer design or on-site stormwater detention will be necessary for the Site.

**12. Dakota Zoo / Sertoma Park Shelter 8**

- a. Develop Stormwater Management Plan per final layout and in accordance with the City of Bismarck requirements.
- b. Document the existing condition and developed drainage patterns and flow rates for the required storm events (2, 10 and 100-year 24 hour).
- c. Design stormwater facilities for proposed site in accordance with governing requirements.
  - 1) It is assumed that one (1) on-site stormwater detention facility including a drainage culvert will be required to mitigate increased runoff.

13. Scope does not include design of any drain tile.
14. Scope does not include post-construction or as-constructed stormwater analysis or certification of any Site except as described below for Dakota Zoo / Sertoma Park Shelter 8.

E. Landscape Plan

1. Landscape design and planting schedule within site development in accordance with applicable City of Bismarck requirements.
2. It is assumed that **Frances Leach High Prairie Arts and Science Center** will require submittal of a site plan which includes a landscape planting plan in accordance with applicable City of Bismarck requirements.
  - a. Landscape plan will include street trees and perimeter parking lot landscaping along Canary Avenue and Raven Drive, and interior parking lot landscaping.
  - b. The Site is currently irrigated. Landscape plan will specify irrigation to the parking lot islands and perimeter, irrigated seed mix in grassed areas, and protection of the existing irrigation system.
3. It is assumed that **Sertoma at Clem Kelley Athletic Complex (West)** will require submittal of a site plan which includes a landscape planting plan in accordance with applicable City of Bismarck requirements.
  - a. Landscape plan will include interior parking lot landscaping. It is assumed that perimeter parking lot landscaping and street trees along W Arbor Ave will not be required.
  - b. The Site is currently irrigated. Landscape plan will specify irrigation to the parking lot islands, irrigated seed mix in grass areas, and protection of the existing irrigation system.
4. It is assumed that **Clem Kelley Athletic Complex (East)** will require submittal of a site plan which includes a landscape planting plan in accordance with applicable City of Bismarck requirements.
  - a. Landscape plan will include perimeter parking lot landscaping and additional street trees along W Arbor Ave, and interior parking lot landscaping.
  - b. The Site is currently irrigated. Landscape plan will specify irrigation to the parking lot perimeter, irrigated seed mix in grass areas, and protection of the existing irrigation system.
5. It is assumed that **Sons of Norway Park** will require submittal of a site plan which includes a landscape planting plan in accordance with applicable City of Bismarck requirements.
  - a. It is assumed that street trees and perimeter parking lot landscaping along Bismarck Expressway will be required. However, due to the close proximity of Jeanette Myhre Elementary School and the Bismarck Expressway roadway pavement, perimeter parking lot landscape screening may not be desired for school security and

- maintenance purposes. A waiver request will be submitted for perimeter parking lot landscaping and additional street trees.
- b. The Site is not currently irrigated. Landscape plan will specify tree water bags. It is assumed that disturbance of existing grass areas will not be required but landscape plans will specify non-irrigated seed mix for repair areas.
6. It is assumed that **Bismarck Municipal Country Club (East)** will require submittal of a site plan which includes a landscape planting plan in accordance with applicable City of Bismarck requirements.
    - a. Landscape plan will include interior parking lot landscaping.
    - b. It is assumed that interior parking lot landscaping will be required but street trees and perimeter parking lot landscaping along North Griffin Street will not be required due to elevation difference between the street and parking lot and a waiver request will be submitted.
    - c. The Site is currently irrigated. Landscape plan will specify irrigation to the parking lot islands, irrigated seed mix in grass areas, and protection of the existing irrigation system.
  7. It is assumed that **Bismarck Municipal Country Club (West)** will require submittal of a site plan which includes a landscape planting plan in accordance with applicable City of Bismarck requirements.
    - a. Landscape plan will include street trees and perimeter parking lot landscaping along Ward Road.
    - b. The Site is currently irrigated. Landscape plan will specify irrigation to the parking lot perimeter, irrigated seed mix in grass areas, and protection of the existing irrigation system.
  8. It is assumed that **VFW / Tom O'Leary Golf Course** will require submittal of a site plan which includes a landscape planting plan in accordance with applicable City of Bismarck requirements.
    - a. Landscape plan will include shrubs within the existing interior parking lot landscape islands. It is assumed that the existing street trees, perimeter parking lot landscaping along N Washington Street, and existing trees within the parking lot landscape islands are sufficient to meet City of Bismarck requirements.
    - b. The Site is currently irrigated. Landscape plan will specify irrigation to the parking lot islands, irrigated seed mix in grass areas, and protection of the existing irrigation system.
  9. It is assumed that **Pioneer Park** will require submittal of a site plan which includes a landscape planting plan in accordance with applicable City of Bismarck requirements.
    - a. Landscape plan will include street trees and perimeter parking lot landscaping along River Road, and potentially interior parking lot landscaping.

- b. The Site is not currently irrigated. Landscape plan will specify tree water bags and non-irrigated seed mix in grass areas.
- 10. It is assumed that **Century Avenue Bridge Trailhead** will require submittal of a site plan which includes a landscape planting plan in accordance with applicable City of Bismarck requirements.
  - a. Landscape plan will include street trees and perimeter parking lot landscaping along East Century Avenue.
  - b. The Site is not currently irrigated. Landscape plan will specify tree water bags and non-irrigated seed mix in grass areas.
- 11. It is assumed that **Dakota Zoo / Sertoma Park Shelter 8** will require submittal of a site plan which includes a landscape planting plan in accordance with applicable City of Bismarck requirements.
  - a. Landscape plan will include interior parking lot landscaping. It is assumed that street trees and perimeter parking lot landscaping along Riverside Park Rd will not be required.
  - b. The Site is currently irrigated. Landscape plan will specify irrigation to the parking lot islands, irrigated seed mix in grass areas, and protection of the existing irrigation system.
- 12. Engineer's plans will identify areas to be seeded and irrigated.
  - a. Irrigation plans are not included in Engineer's services. Constructor to provide design and specifications for irrigation systems.
    - 1) If necessary, the Constructor will provide the design for controllers, pumps, and service line to meet the irrigation systems requirements.
    - 2) Engineer will review Constructor provided irrigation design plans and specifications, and as-built drawings as Shop Drawings.

F. Site Lighting Plan (*Not Included*)

- 1. One existing parking light post and base will require relocation at **VFW/Tom O'Leary Golf Course**. Specifications will require Contractor to provide electrical design to relocate the existing light pole.

G. Structural Design (*Not Included*)

H. Retaining Wall Design (*Not Included*)

I. Fencing Plan

- 1. **Frances Leach High Prairie Arts and Science Center**: Includes a trash enclosure fence on the north side of the parking lot.

2. **VFW / Tom O’Leary Golf Course:** Includes a trash enclosure fence on the east side of the parking lot in line with the access driveway along the southwest side of the VFW Ice Arena building.
3. **Dakota Zoo / Sertoma Park Shelter 8:** includes the addition of one (1) pedestrian gate at from the parking lot expansion area to the zoo entrance.

J. Erosion Control Plan

1. Erosion controls in accordance with City of Bismarck requirements for each Site will be included on site layout or grading plan sheets. Separate Erosion Control plan sheets will not be prepared.

K. Permitting (*Not Included*)

1. The following permits will likely be necessary for this construction project. The Engineer’s services do not include applying for or obtaining these permits. The Engineer will refer the Owner or Constructor to the appropriate section(s) of the design plans, if applicable, to aid the Owner or Constructor in the permit applications.
  - a. North Dakota Department of Environmental Quality North Dakota Pollutant Discharge Elimination System (NDPDES) Construction Erosion Control Permit.
    - 1) The Owner or Constructor shall be responsible for completing the Notice of Intent (NOI) and developing the Stormwater Pollution Prevention Plan (SWPPP) as required by the Federal, State and local government. It is the responsibility of the Owner/Constructor to ensure compliance and to modify the SWPPP for actual schedule and construction methods.
  - b. City Permits
    - 1) The Owner or Constructor shall obtain the necessary permits which may include, but are not limited to:
      - a) Traffic, Grading, Excavation, Erosion and Sediment Control, Concrete, Right-of-Way, Approach, Street Tree, Lawn Sprinkler, storm sewer, etc.
    - 2) City shall bill permit fees directly to the Owner or Constructor.
  - c. It is assumed that no floodways, wetlands, endangered species, or cultural resources are located on the Sites and services regarding these permits are not included. If the Owner is aware of the need for such permits the Engineer can complete this work as an Additional Service.
  - d. Floodplain Development Permit: It is assumed that application for a City of Bismarck Floodplain Development Application will be required for the following project Sites.
    - 1) **Sertoma at Clem Kelley Athletic Complex (East):** portions of the parking lie within the 500-year floodplain.
    - 2) **Clem Kelley Athletic Complex (East):** portions of the parking lie within the 500-year floodplain.
    - 3) **Pioneer Park:** the parking lot lies within the 100-year floodplain.

- 4) **Dakota Zoo / Sertoma Park Shelter 8:** the parking lots lie within the 100-year floodplain.
  - 5) It is assumed that no other floodplain permits will be required.
- e. It is assumed that no additional efforts or documentation will be required by the Engineer to accommodate the requirements of any funding agency. If necessary, these services can be provided as an Additional Service.

L. Specifications

1. Technical specifications will be prepared for the project for the items included under Engineer's Services.
2. Procedural and contractual forms (front end documents) will be prepared using EJDC format documents.
3. It is assumed that one combined project manual containing technical specifications and front-end documents will be prepared for all Sites with separate bid schedules provided for each parking lot.

M. Traffic Study or Analysis (*Not Included*)

N. Engineer's Opinion of Probable Construction Cost

1. Provide one (1) updated Opinion of Probable Cost for each parking lot at the end of the Final Design Phase
2. Revisions to the engineer's opinion of cost in excess of the amounts stated herein shall be completed as an Additional Service.

O. City of Bismarck Coordination

1. It is assumed that each parking lot will require site plan submittal and approval from the City of Bismarck.
  - a. The Engineer will serve as main contact between Owner and the City of Bismarck for submittal and approval of proposed civil site plans.
  - b. The Engineer will prepare documents indicated in the above scope to be submitted for the City of Bismarck Site Plan Approval process.

P. Owner Coordination

1. It is assumed that the Engineer will host or attend up to a total of two (2) two-hour meetings with the Owner or other external parties during the final design phase. The Engineer will attend those meetings deemed appropriate for their scope of services either in person or through a telephone or video conference.
2. The Engineer will be available to attend additional meetings as an Additional Service.
3. Engineer shall provide copies of drawings, reports, specifications and other necessary information to the Owner in either PDF or paper copy format.