

February 14, 2025

TO: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman

FROM: Kevin Klipfel, Executive Director 

SUBJECT: February 20, 2025 Park Board Meeting Packet and Overview

Commissioners:

Attached you will find the overview and packet for the Park Board meeting on February 20, 2025 at 5:15 pm at the Tom Baker Meeting Room.

Item 1. Call Meeting to Order and Roll Call

Item 2. Pledge of Allegiance

Item 3. Approve Agenda

Item 4. Featured Partners and Programs

- Bismarck Hockey Boosters- Mikayla Jablonski Jahner will appear before the Board.
- Bismarck Figure Skating Club - Kristin Wilhelm will appear before the Board.

Item 5. Disposition of Bids

- Lighting Project at Nishu Bowmen and Joann Hetzel Memorial 4-H Building
John Klein from Apex Engineering Group will review the bids provided in the packet.
- Trail Project from Meridian Drive to General Sibley Park
Thomas Demke, Apex Engineering Group, will present the bids for this project. A ND Department of Transportation TA grant has been received to off-set a portion of the construction costs.
- Cottonwood Fence Replacement
Operations Director David Mayer will review the bids received for this project.

Item 6. Consideration of Matching Grants, Round 1
Commissioner Redmann will review the matching grant recommendations for round one.

Item 7. Consent Agenda
A variety of items have been placed in a consent agenda. A consent agenda can be approved with one motion or an item or items can be removed for additional discussion and separate action. Staff recommends approval of the following items:

A nationally accredited park and recreation agency.

- Consideration of January 16, 2025 Board Meeting Minutes – The minutes are included for your review and consideration.
- Consideration of Safety Policy Statement – A memo and proposed safety policy statement are included for your review and approval.
- Request to Call for Bids and Submit Garrison Diversion Conservancy District Grant for Playground Replacement at General Sibley Park - Operations Director David Mayer has included a memo outlining the request to call for bids and submit a grant application for this playground project.
- Request Board Authorization to Dispose of the Following:
 - Obsolete Records – Finance Director Kathy Feist has provided a memo outlining this request.
 - Various Equipment through the City Auction – A memo is provided in your packet for your consideration.
- Request Board Authorization to Select Consultant and Call for Bids on the General Sibley Electrical Project – Operations Director David Mayer has provided a memo.
- Consideration of Consultant Agreements - Enclosed in the packet are the consultant agreements for the following projects:
 - Ubl Design Group - Painting Interior of VFW Sports Center
 - Ubl Design Group - Replace Roof at World War Memorial Building
 - AGL - Elks Aquatic Center Safety Surface Replacement
 - Apex Engineering Group - Tom O’Leary Cart Path Phase I
 - Apex Engineering Group - BSC Aquatic and Wellness Center Video Board

Item 8. Approval of Bills

Individuals or organizations who wish to appear before the Board on an existing agenda item will also make the request in writing or emailed, delivered to the Bismarck Parks and Recreation District office by 12:00 noon, 2 days prior to the regular monthly meeting of the Board of Park Commissioners.

Strategic Planning Session February 24, 2025 at the Hillside Aquatic
Complex Community Room

Next Regular Board Meeting: March 20, 2025 at 5:15 pm in the Tom Baker Meeting Room



Water | Transportation | Municipal | Facilities

701.323.3950
600 South 2nd Street – Suite 145
Bismarck, ND 58504

January 30, 2025

Mr. Kevin Klipfel – Executive Director
Bismarck Parks and Recreation
400 E Front Ave.
Bismarck, ND 58504

**Re: JoAnn Hetzel Memorial and Nishu Bowman Lighting Upgrade
Bismarck Parks and Recreation District
Bismarck, North Dakota
Apex Project No. 23.184.0239**

Dear Mr. Klipfel:

The bids have been reviewed for the JoAnn Hetzel Memorial 4-H and Nishu Bowman Archery Buildings Lighting project for the Bismarck Parks and Recreation District and are summarized on the attached Bid Tabulation. The low responsive construction bid received for the required scope of work was from Bergstrom Electric Inc. in the amount of \$52,250.00.

Apex has reviewed the bids received. The engineering estimate for this project was \$55,000. We recommend that the Bismarck Parks and Recreation District award this project to the lowest responsive bidder, Bergstrom Electric Inc. in the amount of \$52,250.00

If you have any questions regarding this matter, please feel free to call me at 701-323-3961.

Sincerely,

A handwritten signature in black ink, appearing to read "John M. Klein".

John M. Klein, PE
Apex Engineering Group, Inc.

Cc: File



Water | Transportation | Municipal | Facilities

Bid Tabulation

Lighting Upgrade

JoAnn Hetzel Memorial 4-H and Nishu Bowman Buildings – Bismarck Parks and Recreation District
January 29, 2025 | 1:30 p.m. | Bismarck Parks and Recreation Office, Bismarck, ND

Apex Project No. 23.184.0239

| Bidder's Name | Bid Bond | Contractor's License Number: | Acknowledged Addendum No. | Total Bid Amount |
|-----------------------------|----------|------------------------------|---------------------------|------------------|
| Bergstrom Electric, Inc (1) | 5% | A-1696 | 1 Yes | \$52,250.00 |
| Edling Electric, Inc | 5% | A-28638 | Yes | \$86,000.00 |
| RK Electric | 5% | A-46199 | Yes | \$116,475.00 |
| | | | | |

(1) Assumed Low Bidder Certification

I certify that these bids were received on 1/29/2025, 1:30 PM, at Bismarck Parks and Recreation District, Bismarck, ND.

John M. Klein, PE



Water | Transportation | Municipal | Facilities

701.323.3950
600 South 2nd Street, Suite 145
Bismarck, ND 58504

February 12, 2025

Mr. Kevin Klipfel
Executive Director
Bismarck Parks & Recreation District
400 East Front Avenue
Bismarck, ND 58504

**RE: South Washington Street Trail Extension
Bid Recommendation**

Dear Mr. Klipfel:

Bids have been received by the North Dakota Department of Transportation for the South Washington Street Trail Extension from Meridian Drive to General Sibley Park and are summarized on the attached list of Apparent Low Bidders. The low construction bid received was from Central Specialties Inc. for the amount of \$503,833.50.

The lowest apparent bid is lower than the Engineers Estimate of \$542,564.36.

Based on the bids received, we recommend that the Bismarck Parks and Recreation District award this project to Central Specialties Inc. Contingent on approval of the Burleigh County Commission on February 19th 2025.

If you have any questions or need further information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Demke".

Thomas Demke, PE
Project Manager
Apex Engineering Group, Inc.

North Dakota Department of Transportation - Apparent Bids for Letting of February 7, 2025

Call order: 23910 Proposal: 2025020723910

Counties: BURLEIGH

GRADING; CULVERTS; SHARED USE PATH; SIGNING; & PAVEMENT MARKING

| Bidder | Bidder ID | Alt or Opt | Bid Limitation | Total Discount | DBE % | Total |
|---|-----------|------------|----------------|----------------|-------|--------------|
| CENTRAL SPECIALTIES INC | 159 | | | | | \$503,833.50 |
| ENGINEERS ESTIMATE | 9048 | | | | | \$542,564.36 |
| NORTHERN IMPROVEMENT COMPANY | 140 | | | | | \$582,420.60 |
| KNIFE RIVER CORPORATION - NORTH CENTRAL | 1113 | | | | | \$789,730.25 |
| STRATA CORPORATION | 180 | | | | | \$940,384.43 |

(5 apparent bids)

Call order: 23946 Proposal: 2025020723946

Counties: CASS

GRADING; SHARED USE PATH; & BOX CULVERT

| Bidder | Bidder ID | Alt or Opt | Bid Limitation | Total Discount | DBE % | Total |
|------------------------------|-----------|------------|----------------|----------------|-------|--------------|
| CENTRAL SPECIALTIES INC | 159 | | | | | \$562,302.20 |
| GLADEN CONSTRUCTION INC | 7275 | | | | | \$679,015.80 |
| NORTHERN IMPROVEMENT COMPANY | 140 | | | | | \$680,594.19 |
| ENGINEERS ESTIMATE | 9048 | | | | | \$686,046.50 |
| VALLEY GRADING INC | 8335 | | | | | \$702,325.50 |
| KPH INC | 360 | | | | | \$723,944.50 |
| KEY CONTRACTING INC | 7715 | | | | | \$764,834.60 |
| SELLIN BROTHERS INC | 2824 | | | | | \$826,905.00 |
| DAKOTA UNDERGROUND COMPANY | 78 | | | | | \$989,589.24 |

(9 apparent bids)

Let's Play!

To: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman
Kevin Klipfel, Executive Director

From: David Mayer, Operations Director *DM*

Date: February 12, 2025

Subject: 2025 Cottonwood Sports Complex #2 and #3

Commissioners and Executive Director Klipfel:

Upon review of the bids received on February 12, staff recommends awarding the Cottonwood Sports Complex #2 and #3 Fence Project to American Security & Gate Company.

Bid Summary:


| Vendor | Bid Price |
|----------------------------------|--------------------|
| American Security & Gate Company | \$68,650.00 |
| Dakota Fence | \$69,462.00 |
| Modern Fence | \$78,000.00 |

The bid is within the budgeted amount for 2025 projects.

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DATE: February 12, 2025

TO: Commissioners Gilberston, Herzog, Jeske, Redmann, and President Zimmerman
Kevin Klipfel, Executive Director

FROM: Mike Wald, Facilities and Programs Director 

RE: 202 Matching Grant Program Round One Funding Recommendations

The Matching Grant review committee consisting of Commissioners Jeske, Redmann, Executive Director Klipfel, and I met with the nine grant applicants on February 11 to review their project applications. I would like to thank Commissioners Jeske and Redmann along with Executive Director Klipfel for their participation in this process. We continue to have great interest in this program and appreciate the support, cooperation and passion from the different groups and organizations to partner together to improve the recreational opportunities in our community. We had requests from eleven groups totaling \$43,755.60.

The Matching Grant budget for 2025 is \$125,000. A summary of applications is attached along with a copy of the Matching Grant Application.

Commissioner Redmann will provide an overview of the committee recommendations for the Board's consideration.

Please contact me if you have any questions.

**BISMARCK PARKS AND RECREATION DISTRICT
MATCHING GRANT APPLICATIONS
Round One, February 2025**

| No. | Applicant | Project Title | Project Description | Assistance Requested | Applicant's Contribution | Total Estimated Cost | Proposed Funding Recommended |
|-----|--|---|---|----------------------|--------------------------|----------------------|------------------------------|
| 1. | Sleepy Hollow Theatre & Arts Park | AED | AED safety for spectators and staff of Sleepy Hollow Theatre & Arts Park. | \$1,500.00 | \$1,500.00 | \$3,000.00 | \$1,500.00 |
| 2. | Bismarck Youth Baseball | Scheels Complex Bullpen Project | To add bullpens to the four fields on the east end of the Scheels Sports Complex. | \$8,165.70 | \$8,165.70 | \$16,331.40 | \$8,165.70 |
| 3. | Missouri River Baseball Club | Portable Fencing Package | Four temporary fences to be installed on four fields at Clem Kelley Athletic Complex | \$4,599.90 | \$4,599.90 | \$9,199.80 | \$4,599.90 |
| 4. | Bismarck Youth Fast Pitch Softball Association | Tournament/Announcement Board | Install an enclosed display case to post brackets and other announcements for tournaments and leagues at Dakota Community Bank & Trust Youth Fastpitch Softball Complex. | \$1,700.00 | \$1,700.00 | \$3,400.00 | \$1,700.00 |
| 5. | Bismarck Rotary Club | Bismarck Rotary Arboretum | Maintenance and improvements to the Bismarck Rotary Arboretum's walking path/trail including grading, adding aggregate surfacing, green-treated timber replacement and other minor items as needed. | \$2,500.00 | \$2,500.00 | \$5,000.00 | \$2,500.00 |
| 6. | Nishu Bowmen Archery Complex | Range Maintenance | Replace layers on the public used ranges of the Rinehart layered walls used on the complex and in the facility. | \$19,102.50 | \$19,102.50 | \$38,205.00 | \$19,102.50 |
| 7. | Bareknuckle Baseball LLC | Bismarck Municipal Ballpark Auxiliary Seating | Increase seating for fans to consume food and have a place away from their assigned seat to relax. | \$2,250.00 | \$2,250.00 | \$4,500.00 | \$2,250.00 |
| 8. | Bismarck Mandan Lacrosse Association | Lacrosse Equipment and Scoreboards | Collapsible lacrosse goals for try events and indoor practices at Fore Seasons Center and goalie equipment and scoreboards. | \$767.50 | \$767.50 | \$1,535.00 | \$767.50 |

BISMARCK PARKS AND RECREATION DISTRICT
MATCHING GRANT APPLICATIONS
 Round One, February 2025

| No. | Applicant | Project Title | Project Description | Assistance Requested | Applicant's Contribution | Total Estimated Cost | Proposed Funding Recommended |
|-----|---------------------------|--|---|----------------------|--------------------------|----------------------|------------------------------|
| 9. | Dakota United Soccer Club | Soccer Goals for Cottonwood Soccer Complex | Replacing the four remaining soccer goals at Cottonwood Soccer Complex so all the small fields (1-5) have new ones. | \$3,170.00 | \$3,170.00 | \$6,340.00 | \$3,170.00 |
| | TOTAL | | | \$43,755.60 | \$43,755.60 | \$87,511.20 | \$43,755.60 |



**BISMARCK PARKS AND
RECREATION DISTRICT**
Est. 1927

www.bisparks.org

Matching Grant Application 2025

FACILITIES • GROUNDS • EQUIPMENT

PURPOSE

The purpose of the **Matching Grant Program** is to encourage associations, organizations, clubs, or individuals to sponsor a project in a Bismarck Parks and Recreation District (BPRD) facility or park for the advancement of recreation opportunities in Bismarck.

INITIAL PROJECT REVIEW:

Prior to submission and deadline, Mike Wald, Facilities and Programs Director, must be contacted at 222-6455 to conduct an initial project review to make sure project meets minimum specifications.

RECOGNITION OF MATCHING GRANT:

The approved projects shall have a recognition plaque, dedication, or some other recognition signifying the project is part of the BPRD Matching Grant Program.

ADMINISTRATION AND ACCOUNTING:

Administration and accounting procedures will be determined by agreement with approved parties. All approved projects on BPRD property must follow BPRD purchasing guidelines, local ordinances, and state laws. Upon completion of the projects on BPRD property, BPRD will assume ownership of the improvement or equipment, unless other arrangements are agreed upon.

WHO CAN APPLY:

Associations, organizations, clubs, or individuals in the BPRD who are interested in applying for a grant to sponsor a project may apply. Projects must be facility improvements and may include the purchase of recreation equipment.

SCHOOL DISTRICT PROPERTY: Projects on school district property must have a letter of support from the school district's buildings and grounds supervisor and school principal.

APPLICATION OBTAINED AT:

BPRD Office, 400 East Front Avenue Bismarck, ND 58504. Applications will be available after January 1 of each year.

APPLICATION DEADLINES:

Application deadlines for 2025 are 5:00 pm on February 3 (Round 1) and June 2 (Round 2).

FUNDS AVAILABLE:

The Board of Park Commissioners shall determine how much, if any, will be available each budget year for matching funds and may change or make exceptions to the amount at any time. \$125,000 has been budgeted for 2025.

APPLICATION REVIEW/INTERVIEW:

After the deadline, a committee of staff and Commissioners will review all applications, conduct a short interview with applicants, and make recommendations to the Board of Park Commissioners at the February 16 and June 19 Park Board meetings.

APPLICATION APPROVAL/DENIAL:

Letters will be sent to all applicants, indicating the approval or denial of grant money. For those approved, an agreement will be sent to the successful project sponsors, which states the provisions of the grant funds.

- FUNDING:** Projects will be funded at no more than 50 percent of the total estimated cost, or up to a maximum of **\$25,000**, whichever is less. The Matching Grant Program provides a dollar-for-dollar match. The program does not consider matching funds for projects with in-kind expenses. The Board of Park Commissioners, at its discretion, may approve matching funds of over **\$25,000**.
- PROJECT SPONSOR CERTIFICATION:** The project sponsor must certify that they have the necessary funds for their share of the total estimated project's cost.
- GREATEST CONSIDERATION:** Projects that will receive the greatest consideration are as follows:
- Projects that fit into the BPRD's strategic plan, mission and vision.
 - Projects that serve a wide variety of people or large number of people, rather than to projects serving a limited group.
 - Projects that can be used throughout the year – more than one season.
 - Projects that have a developmental plan approved or reviewed by BPRD.
 - Projects that are on BPRD property.
 - Playground projects must comply with current playground standards and guidelines. Playgrounds that include a ramp with an accessible route will receive the highest consideration.
- NO CONSIDERATION:** Projects that will **NOT** receive consideration for funding:
- Projects on private property as fixed improvements that aren't open to the public.
 - Personnel, operations, consultants.
 - Projects that have begun before grant approval.
 - Projects that use in-kind expenses as a match for grant application.
 - No clothing or uniforms.
- PROJECT COMPLETION:** The approved projects must be completed in the year they are awarded, unless approved by BPRD Facilities and Programs Director.

2025 MATCHING GRANT APPLICATION

APPLICATION DEADLINE: 5:00 PM ON FEBRUARY 3 AND JUNE 2

COMPLETE AND RETURN TO:

Bismarck Parks and Recreation District • Attn: Mike Wald
400 East Front Avenue • Bismarck, ND 58504 • (701) 222-6455
mwald@bisparks.org

1. DATE OF APPLICATION: _____

2. APPLICANT: _____

CONTACT PERSON: _____ IF SCHOOL, PRINCIPAL'S NAME: _____

ADDRESS: _____ CITY: _____

STATE: _____ Zip: _____ TELEPHONE NUMBER: (H) _____ (C) _____

EMAIL ADDRESS: _____

3. PROJECT TITLE: _____

4. ESTIMATED PROJECT START DATE: _____ COMPLETION DATE: _____

5. DESCRIPTION OF PROPOSED PROJECT (INCLUDE LOCATION AND SITE MAPS WHERE APPLICABLE):

6. JUSTIFICATION FOR PROJECT:

7. ESTIMATED NUMBER OF PEOPLE BENEFITED: _____

8. ESTIMATED AGE CATEGORIES BENEFITED: _____

9. TOTAL ESTIMATED PROJECT COST (INCLUDE ANY PRICE QUOTES OR COST ESTIMATES RECEIVED):

10. AMOUNT OF ASSISTANCE REQUESTED: _____

11. AMOUNT OF APPLICANT'S CONTRIBUTION: _____

12. OTHER SOURCES OF ASSISTANCE (NAME, TYPE, AMOUNT):

13. BY SIGNING OR TYPING MY NAME BELOW, I HEREBY CERTIFY THAT FUNDS IN THE AMOUNT OF \$ _____

(AT LEAST 50 PERCENT OF TOTAL ESTIMATED COSTS) ARE AVAILABLE FOR THE ABOVE STATED PROJECT.

SIGNATURE: _____

TITLE: _____

DATE: _____

PROJECT COST ESTIMATES

Attach any written cost estimates received from vendors or contractors, etc.

| PROJECT ITEM | UNITS | ESTIMATED COST |
|--------------|---------------|----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| | TOTAL: | _____ |

APPLICATION CHECKLIST

Initial project review with Facilities and Programs Director?

Application completed?

Project sponsor certification of funds available?

SCHOOL PROJECTS:

Letter of approval from BPS Buildings and Grounds?

Letter of approval from school principal?

MINUTES OF THE BOARD OF PARK COMMISSIONERS
January 16, 2025

The Board of Park Commissioners held their regular meeting on January 16, 2025 in the Tom Baker meeting room of the City/County Building. President Zimmerman called the meeting to order at 5:15 pm. Commissioners Gilbertson, Herzog, Redmann, and Jeske were present. The pledge of allegiance was said.

Commissioner Gilbertson moved to approve the agenda as presented. Commissioner Redmann seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Redmann, Jeske and President Zimmerman. The nays being none, the motion carried.

Elyse Puklich and Jeff Steele from the Aquastorm Swim Club appeared before the Board as the featured partner and program. Recreation Specialist Spencer Aune also appeared to review a variety of Flurry Fest events.

City Engineer Gabe Schell provided an update on the City of Bismarck’s flood control project including the December community meeting and survey summary.

Facilities and Programs Director Mike Wald reviewed the bids received for the purchase of maintenance equipment and golf carts. Commissioner Jeske moved to accept the apparent low bids as follows:

| Vendor | Item | Amount |
|---|---|------------|
| MTI | Two contour rough mowers | 177,398.00 |
| Bobcat of Mandan | One utility work machine | 91,348.54 |
| Versatile Vehicles | Two gas utility carts with beverage inserts and one gas utility cart range ball picker set up | 36,700.00 |
| Rechargeable Power Energy North America LLC | Six electric golf cart trikes | 17,220.00 |
| All Seasons Motorsports | Twenty-six gas four wheel golf carts with trade in allowance | 91,165.48 |

Commissioner Gilbertson seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Redmann, Jeske and President Zimmerman. The nays being none, the motion carried.

Commissioner Gilbertson moved to accept the following apparent low bids for fertilizer:

| Vendor | Description | Total Price |
|--------------------------|----------------------|-------------|
| Van Diest Supply Company | 25-0-8 w/.72% Trimec | 18,528.00 |
| Van Diest Supply Company | 28-3-10 | 2,958.00 |
| The Tessman Company | 25-0-5 | 6,300.00 |
| Van Diest Supply Company | 24-0-12 | 10,566.00 |
| The Tessman Company | 16-4-8 | 5,520.00 |

Commissioner Redmann seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Redmann, Jeske and President Zimmerman. The nays being none, the motion carried.

Commissioner Herzog moved to accept the bid provided by Spiffy Biffs for 2025 portable toilet bids as outlined.

| Unit Type | Rental | Service Rate | Est. Basic Cost | Additional Service | Anti-freeze | Damage Waiver |
|------------|----------|--------------|-----------------|----------------------------|-------------|---------------|
| Regular | Included | 60.00 | 60.00 | 15.00 | 7.50 | included |
| ADA | Included | 90.00 | 90.00 | 22.00 | 7.50 | included |
| Temp Units | | | 15.00 | Delivery & pickup included | | |

Commissioner Jeske seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Redmann, Jeske and President Zimmerman. The nays being none, the motion carried.

Commissioner Redmann moved to accept the low bid provided by Bismarck Mandan Security for the following services:

| Area | Amount |
|--------------------------------|--------|
| Community and rest rooms | 150.00 |
| Chief Lookings Village | 17.00 |
| General Sibley – per hour rate | 37.50 |

Commissioner Herzog seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Redmann, Jeske and President Zimmerman. The nays being none, the motion carried.

Commissioner Jeske moved to approve the following items on the consent agenda:

- Consideration of December 19, 2024 Board meeting minutes.
- Request authorization to add McGough Construction to the approved list of engineering, architect and planning services for 2025-2026.
- Request to dispose of the following obsolete records:
 - 2010-2011: BLAST, Activity Center and Safety Village
 - 2021: adult volleyball rosters
- Fore Seasons Center fee adjustments for two soccer organizations.
- Request authorization to call for bids on the following:
 - McDowell Dam playground
 - Park District concrete improvements

Commissioner Gilbertson seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Redmann, Jeske and President Zimmerman. The nays being none, the motion carried.

Commissioner Gilbertson moved to approve bills for payment with checks 408184 to 408198 and 217776 to 217937 along with bank drafts DFT001502 to DFT001514, EFTs 3194 to 3231 and direct deposits 81992 to 83241. Commissioner Redmann seconded the motion, and the voting went as follows: Ayes: Commissioners Gilbertson, Herzog, Redmann, Jeske, and President Zimmerman. The nays being none, the motion carried.

The next regular board meeting will be held February 20, 2025 at 5:15 pm in the Tom Baker Meeting Room. The meeting was adjourned at 6:40 pm.

DRAFT

Let's Play!

DATE: February 11, 2025

TO: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman
Kevin Klipfel, Executive Director

FROM: David Mayer, Operations Director and Risk Manager *DM*

RE: Board Consideration of Updated Safety Policy

Bismarck Parks and Recreation District has had a formal risk management program since 1997. As part of that program, the Park Board approves the safety policy statement, and the last approval was in 2008. The risk management committee has been working to update the risk management handbook and part of that includes an update to the safety policy.

Attached you will find the proposed safety policy for the Board's consideration. The update utilizes the existing content but reformats it to be more user friendly. Staff respectfully requests Board consideration of the updated policy.

A nationally accredited park and recreation agency.

Safety Policy Statement

The following safety policy was approved by the Board of Park Commissioners on DATE.

The Bismarck Parks and Recreation District (BPRD) recognizes the safety, health and well-being of employees as a high priority in the daily functions of the operation. To facilitate such activities, BPRD will comply with all governmental mandated rules and regulations as they apply to the work activities in the organization. This compliance and commitment from all levels of staff shall ensure a safe work environment for all employees.

BPRD also has a goal of trying to reduce the costs of claims through various proven claims management principles.

SAFETY RESPONSIBILITIES:

BPRD management is responsible for:

- Providing a workplace free of recognized hazards and supporting a total risk management program.
- Developing and training of safety rules, safe operating procedures and regulations as they pertain to the activities in the workplace.
- Providing adequate and appropriate personal protective equipment.

Supervisors are responsible for:

- Requiring employees to follow BPRD safety rules and procedures and support the established accident prevention program.
- Assisting management in the training and retraining of employees.

Employees are responsible for:

- Knowing and following all safety rules and to participate in safety program development and implementation.
- Attending all management mandated safety training programs and supporting the accident prevention program established by management.

Let's Play!

To: Commissioners Gilbertson, Herzog, Jeske, Redmann and President Zimmerman
Kevin Klipfel, Executive Director

From: David Mayer, Operations Director *DM*

Date: February 5, 2025

Subject: Request to Call for Bids and Grant Submittal – 2025 Playground Replacement Project

Commissioners and Executive Director Klipfel:

Please consider this request to call for bids and to submit for a Garrison Diversion Conservancy District Grant for the playground replacement project.

The proposed project is the 2-5 playground located at General Sibley Park & Campground. The playground is aged and will be replaced with equipment and surfacing that complies with all safety and accessibility standards. The funding for the playground is included in the 2025 Bismarck Parks and Recreation District (BPRD) budget.

The Garrison Diversion Conservancy District is a 75/25 grant program with 25% coming from the grant program.

Thank you for your consideration.

A nationally accredited park and recreation agency.

Let's Play!

Memo

To: Park Board Commissioners and Kevin Klipfel, Executive Director
From: Kathy Feist, Finance Director *ky*
Date: February 12, 2025
Re: Record Disposal Request

In accordance with the Bismarck Parks and Recreation District's record retention policy "Any destruction of Bismarck Parks and Recreation records must receive approval of the Board of Park Commissioners and will follow the timetable listed in the following schedule." A detailed listing of the retention schedule is found in the BPRD Accounting Policy and Procedure Handbook which has been provided in your "Board Operating Handbook."

Attached is a Schedule of Obsolete Records that lists records within the timetable for destruction as established in the record retention schedule. A total of 27 boxes and three files are presented for your consideration. If approved, the records will be destroyed by a commercial shredder.

Recommended Board action is to approve disposal of the records listed on the attached Schedule of Obsolete Records.

Attachment: Schedule of Obsolete Records

A nationally accredited park and recreation agency.

Our Vision

Be the leader and premier provider of public parks, programs, facilities and leisure services.

Our Mission

Work with the community to provide residents and visitors the highest quality park, program, facility and event experience.

Core Purpose

Provide affordable, accessible, and sustainable public park and recreation services.



Our Values

Accountability
Collaboration
Community
Diversity
Integrity
Professionalism

OBSOLETE RECORDS
2/20/2025

| Box Id | Area | Year | Contents | Ret Pd | Date In | Date Out |
|--------|---------------------|-------------|--|-----------|------------|-----------|
| 253 | Administration | 1999 - 2000 | Recreation Registration Forms, Shelters, Beverage Permits 6/1/99 - 4/12/00 | 24 Years | 4/30/2000 | 1/1/2025 |
| 283 | Administration | 2000 | Recreation Registration Forms 4/00 - 7/00 | 24 Years | 12/31/2000 | 1/1/2025 |
| 1198 | Payroll | 2017-2018 | Timesheets 11/27/17 - 2/2/18 | 5 Years | 2/15/2020 | 2/15/2025 |
| 1199 | Payroll | 2018 | Timesheets 2/3/18 - 3/30/18 | 5 Years | 2/15/2020 | 2/15/2025 |
| 1200 | Payroll | 2018 | Timesheets 3/31/18 - 6/8/18 | 5 Years | 2/15/2020 | 2/15/2025 |
| 1201 | Payroll | 2018 | Timesheets 6/9/18 - 7/20/18 | 5 Years | 2/15/2020 | 2/15/2025 |
| 1202 | Payroll | 2018 | Timesheets 7/21/18 - 9/14/18 | 5 Years | 2/15/2020 | 2/15/2025 |
| 1203 | Payroll | 2018 | Timesheets 9/15/18 - 11/23/18 | 5 Years | 2/15/2020 | 2/15/2025 |
| 1204 | Payroll | 2016-2018 | Leave Slips | 5 Years | 2/15/2020 | 2/15/2025 |
| 1243 | Accounts Receivable | 2019-2020 | Cash Register Tape (1/02/19 - 12/31/20) | 3 years | 3/1/2022 | 2/1/2025 |
| 1217 | Accounts Payable | 2018 | Vendor Files A - BO | 4 years | 2/1/2021 | 2/1/2025 |
| 1218 | Accounts Payable | 2018 | Vendor Files BR - C | 4 years | 2/1/2021 | 2/1/2025 |
| 1219 | Accounts Payable | 2018 | Vendor Files D - F | 4 years | 2/1/2021 | 2/1/2025 |
| 1220 | Accounts Payable | 2018 | Vendor Files G - L | 4 years | 2/1/2021 | 2/1/2025 |
| 1221 | Accounts Payable | 2018 | Vendor Files M - N | 4 years | 2/1/2021 | 2/1/2025 |
| 1222 | Accounts Payable | 2018 | Vendor Files O - S | 4 years | 2/1/2021 | 2/1/2025 |
| 1223 | Accounts Payable | 2018 | Vendor Files T - Z | 4 years | 2/1/2021 | 2/1/2025 |
| 1224 | Accounts Payable | 2018 | Vendor Files Refunds | 4 years | 2/1/2021 | 2/1/2025 |
| 1225 | Accounts Payable | 2018 | Vendor Files One Card (Jan - June) | 4 years | 2/1/2021 | 2/1/2025 |
| 1226 | Accounts Payable | 2018 | Vendor Files One Card (July - Dec) | 4 years | 2/1/2021 | 2/1/2025 |
| 1228 | Accounts Receivable | 2019 | Cash Receipts Golf (June - Aug) | 4 years | 2/1/2021 | 2/1/2025 |
| 1229 | Accounts Receivable | 2019 | Cash Receipts Golf (Sept - Dec) | 4 years | 2/1/2021 | 2/1/2025 |
| 1230 | Accounts Receivable | 2019 | Cash Receipts (Pools, McDowell Dam, CIC, General Sibley (Jan - June) | 4 years | 2/1/2021 | 2/1/2025 |
| 1231 | Accounts Receivable | 2019 | Cash Receipts General Sibley (July - Dec), Golf (Jan - May) | 4 years | 2/1/2021 | 2/1/2025 |
| 1232 | Accounts Receivable | 2019 | Cash Receipts CRFC, AWC | 4 years | 2/1/2021 | 2/1/2025 |
| 1233 | Accounts Receivable | 2019 | Cash Receipts Admin (Jan - Jun) | 4 years | 2/1/2021 | 2/1/2025 |
| 1234 | Accounts Receivable | 2019 | Cash Receipts Admin (July - Dec) | 4 years | 2/1/2021 | 2/1/2025 |
| | Payroll | 2019 | W-2's Employer Copies | 5 Years | 1/31/2020 | 1/31/2025 |
| | Accounts Payable | 2023 | Voided PO's | CY + 1 yr | 1/31/2024 | 1/31/2025 |
| | Administration | 2011-2021 | Application Information Tracking Forms | CY + 1 yr | 1/31/2024 | 1/31/2025 |

To: Commissioners Gilbertson, Herzog, Jeske, Redmann and President Zimmerman
Kevin Klipfel, Executive Director

From: David Mayer, Operations Director 
Mike Wald, Facilities and Programs Director 

Date: February 11, 2025

Re: Request to Dispose of Surplus Equipment

Below is the current list of equipment we are requesting authorization to dispose of. If approved, we plan to make the items available on the City of Bismarck auction scheduled in May.

Please consider the following:

1. 1989 Dodge Short Box 4x2 Pickup:
 - a. Asset #1766
 - b. VIN 1B7FE1GXGKS052939
 - c. 59,746Miles
 - d. Parts are becoming difficult to source.



2. 1996 Dodge Dakota 4x2 pickup
 - a. Asset # 2649
 - b. VIN 1B7FL26X3TS609528
 - c. 72,737 miles
 - d. Parts are becoming difficult to source.



3. 1988 Chevy S-10 4x2 pickup
 - a. Asset # 2002
 - b. VIN 1GCBS14E0J2150047
 - c. 75,544 miles
 - d. Parts are becoming difficult to source.



A nationally accredited park and recreation agency.

4. 1996 Dodge Dakota 4x2 pickup
 - a. Asset # 2649
 - b. VIN 1B7FL26X3TS609528
 - c. 43,876 miles
 - d. Parts are becoming difficult to source.



5. Powerade hockey score board Daktronics Inc.
 - a. Assembly number 0A-1152-0253
 - b. Serial number 1005
 - c. Manufactured 12/15/99
 - d. Outdated equipment replaced with newer.



6. Coke-Cola hockey score board
 - a. Manufactured Nevco Scoreboard Company
 - b. Serial number: 73,334
 - c. Model# 4410
 - d. Manufactured 9/13/96
 - e. Asset # 1086
 - f. Outdated equipment replaced with newer.



7. Vintage Ice Automatic Skate Sharpener
 - a. Serial number 6258
 - b. No longer in use



Pulsar Chlorine Briquette Feeder (Hillside Pool)

- c. Model PS- 140
- d. No longer in use, replaced by newer system.



8. Thomsen Ice Edger T-29 (CIC)

- a. Serial number 11603
- b. No longer in use, replaced with newer equipment.



9. 1994 John Deere F925 Front Mower

- a. Asset # 0914
- b. Serial number: MOF925X130300
- c. Outdated equipment.



Let's Play!

To: Commissioners Gilbertson, Herzog, Jeske, Redmann, and President Zimmerman
Kevin Klipfel, Executive Director

From: David Mayer, Operations Director *DM*

Date: February 13, 2025

Subject: Request Authorization to Select Consultant and Call for Bids

Commissioners and Executive Director Klipfel:

Please consider this request for consultant selection and to call for bids to upgrade to 50-amp electrical outlets at RV parking sites 1-4 and 62-69 at General Sibley Park and Campground. This project will complete upgrading all sites to have 50 amp outlets available at all RV sites.

Thank you for your consideration of this request.

A nationally accredited park and recreation agency.



AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twentieth day of February in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Bismarck Parks & Recreation District
400 East Front Avenue Bismarck, ND 58504
Telephone Number: 701-222-6455

and the Architect:
(Name, legal status, address and other information)

Ubl Design Group, P.C.
210 South 12th Street Bismarck, ND 58504
Telephone Number: 701-751-4555

for the following Project:
(Name, location and detailed description)

VFW Sports Center - Painting
Bismarck, North Dakota
The Project Involves repainting of the VFW Sports Center, Rink 1 and Curling Rink, including all associated support spaces.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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User Notes:

(3B9ADA3C)

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

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The Architect shall provide design phase services, procurement phase services, and construction phase services for the repainting Project.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

Init.

ARTICLE 5 MISCELLANEOUS PROVISIONS

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Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect’s Compensation shall be:

Hourly not to exceed: \$20,310.00

The Owner shall pay the Architect an initial payment of Zero Dollars and Zero Cents (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Fifteen percent (15.00 %).

Payments are due and payable upon receipt of the Architect’s monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of Five percent (5.00 %) per annum , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

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ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Mark Zimmerman, President Park Board

(Printed name and title)

ARCHITECT (Signature)

Jeffrey J. Ubl, President

(Printed name, title, and license number, if required)

Additions and Deletions Report for AIA® Document B105® – 2017

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Mark Zimmerman, President Park Board

Jeffrey J. Ubl, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jeffrey J Ubl, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:22:57 CT on 02/10/2025 under Order No. 4104248218 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ - 2017, Standard Short Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



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for the following Project:
(*Name, location and detailed description*)

World War Memorial Building Reroofing
Bismarck, ND
The Project shall involve an inspection, tear-off and reroofing of the World War Memorial Building.

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OWNER (Signature)
Mark Zimmerman, President Park Board

(Printed name and title)

ARCHITECT (Signature)
Jeffrey J. Ubl, President

(Printed name, title, and license number, if required)

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Mark Zimmerman, President Park Board

Jeffrey J. Ubl, President

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AIA® Document D401™ – 2003

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(Signed)

(Title)

(Dated)

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

LANDSCAPE ARCHITECT AND CLIENT

THIS AGREEMENT CONSISTS OF 3 PAGES.

AGL Project No. 003012025



Preliminary Provisions

Effective Date of Agreement

This Agreement is made as of **2/11/2025**, between the Client and Landscape Architect for the Landscape Architectural Services as provided herein. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located unless designated otherwise.

Client

Bismarck Parks and Recreation District

400 E. Front Ave., Bismarck, ND 58504

Kevin Klipfel, Executive Director

Landscape Architect

AGL Landscape Architects, P.C.

400 E. Broadway, Suite 308

Bismarck, ND 58501

Project

Elks Pool – Playground Surfacing Replacement Project

Project Location: Bismarck, North Dakota

Landscape Architect's Compensation

Client agrees to pay Landscape Architect as Compensation for the Scope of Services performed under this agreement as follows:

Estimated Fees for Services: **\$12,900**

Type: **Lump Sum + Expenses**

Design Phases to be Completed:

Type: **See Exhibit 'A' - Scope of Services**

Summary of Attachments to this Agreement

- A. Exhibit 'A' – Landscape Architect's Scope of Services
- B. Exhibit 'B' – Project Area Map
- C. Exhibit 'C' – Landscape Architect's Schedule of Reimbursable Expenses and Hourly Rates

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
LANDSCAPE ARCHITECT AND CLIENT**

THIS AGREEMENT CONSISTS OF 3 PAGES.

AGL Project No. 003012025



Article 1 – Landscape Architectural Services

1.1 Standard of Care

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

1.2 Scope of Services

Landscape Architectural Services to be provided under this Agreement are:

Refer to Attached Exhibit 'A' – Landscape Architect's Scope of Services

1.3 Supplemental Services

Supplemental Services are in addition to the basic Scope of Services and, when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation beyond the Compensation stated above. Supplemental Services under this Agreement expressly include but are not limited to:

- a. Services resulting from significant changes in the general scope, extent, or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design drawings, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Landscape Architect's control.
- b. Applications for permits or regulatory approvals, unless expressly noted.
- c. Preparation of Bid Alternates
- d. Furnishing Services of independent consultants, other than listed in basic services, if any.
- e. Preparing record or as-built drawings
- f. Services in connection with change orders requested by Owner.
- g. Out-of-town travel, other than visits to the site agreed upon as part of the basic scope of services.
- h. Assistance with bid protests, rebidding, or negotiating the construction contract.
- i. Services in connection with partial utilization of the work by owner prior to substantial completion
- j. Additional or extended services during construction of the Work made necessary by (a) emergencies or acts of God endangering the Work, (b) the discovery of unknown subsurface conditions, (c) work damaged by fire or other cause during construction, (d) a significant amount of Defective Work, (e) acceleration of the progress schedule involving services beyond normal working hours, and (f) default by Contractor.
- k. Evaluating an unreasonable number of claims submitted by Contractor or others in connection with the Work.
- l. Services or consultations after completion of the Construction Phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Contract for the Work (except as agreed to under Basic Services).
- m. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which Landscape Architect has not been made a party.
- n. Additional services in connection with the Work, including services which are to be furnished by Owner and services not otherwise provided for in this Agreement.
- o. Services during the Construction Phase rendered after the original date for completion of the Work, established in the construction documents.
- p. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
- q. Conformance to Owner's or Contractor's safety programs provided to Landscape Architect after effective date that exceed those normally required of landscape architectural personnel for similar sites.

1.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because Client changes to previous Project budget parameters or Project requirements.

1.5 Schedule of Performance

Landscape Architect shall perform the services within a reasonable time.

Article 2 – Client's Responsibilities

2.1 Information

The Client shall provide data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.

2.2 Budget

The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Landscape Architect as a part of the Scope of Services, opinions of probable construction costs are based on the Landscape Architect's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated.

2.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services.

2.4 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional or regulatory approvals for the Project.

Article 3 – Ownership of Documents

The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
LANDSCAPE ARCHITECT AND CLIENT**

THIS AGREEMENT CONSISTS OF 3 PAGES.

AGL Project No. 003012025



Article 4 – Landscape Architect Compensation

4.1 Compensation for the Landscape Architectural Services performed under this Agreement shall be as indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, when requested in writing by the Client, shall require additional compensation to be determined on an hourly basis or based on a negotiated fee.

4.2 Reimbursable Expenses are expenditures made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 20%. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar, direct Project-related expenditures.

4.3 Monthly payments to the Landscape Architect shall be based on (1) the percentage or phases of the Scope of Services completed and shall include payments for (2) Supplemental Services performed, (3) Reimbursable Expenses incurred, and (4) any project related subconsultant expenses or fees times a factor. Payment for services does not include any agency review fees, submittal fees, filing fees, permit fees, or other such fees. Client will pay all such fees directly.

4.4 Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 30 days after the invoice date shall be deemed overdue and shall accrue 1.5% simple interest per month. At the Landscape Architect's option, overdue payments may be grounds for termination or suspension of services.

4.5 If through no fault of the Landscape Architect, the Scope of Services to be provided under this Agreement has not been completed within six months of the initial notice to proceed, the compensation for services rendered after that time period shall be equitably adjusted.

Article 5 – Not Used

Article 6 – Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.

6.2 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7 – Termination

7.1 This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

Article 8 – Other Terms and Conditions

8.1 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.2 Governing Law

The law in effect at the Landscape Architect's principal place of business shall govern this Agreement.

8.3 Complete Agreement

This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in a writing signed by both the Client and the Landscape Architect.

Landscape Architect

Date

Client

Date

Exhibit 'A' – Landscape Architect's Scope of Services – Elks Pool Playground Surfacing Replacement Project

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

Schematic Design (SD) Phase Services – Completed by BPRD Staff

Design Development (DD) Phase Services – Completed by BPRD Staff

Construction Documents (CD) Phase Services

- a. Obtain Survey Services indicating existing conditions of project area and spot elevations of top of rubber surfacing and adjacent concrete for tie-ins of new surfacing.
- b. Based on the BPRD approved Playground Surfacing (colors, etc.) AGL will prepare a set of plans and specifications for the purpose of construction.
- c. The following services and plans will be prepared and will serve as the construction documents for the project:
 1. Existing Conditions and Removals Plan
 2. Site Layout and Materials Plan
 3. Construction Details

Bidding Phase Services

- a. Prepare Advertisement for Bids, to be advertised for a period not less than 21-days.
- b. Distribute plans and specifications to prospective bidders and local building exchange(s).
- c. Answer questions and issue addenda to clarify or correct construction documents.
- d. Assist BPRD in opening bids, prepare bid tabulation, and prepare a recommendation of award.
- e. Attend Park Board Meeting to present the disposition of bids and answer questions from Park Board Commissioners.

Construction Administration (CA) Phase Services

- a. Facilitate a pre-construction conference with Owner / Contractor(s) to discuss scope of improvements, schedule, and contractor coordination items.
- b. Visit the site to observe construction progress and provide Owner additional assurance of contractor's general conformance to plans and specifications. Includes Three (3) Visits to the Site.
- c. Review Contractor's Request for Payment and provide recommendations to Owner on payment based on percentage completion of items on invoice / application.
- d. Perform Substantial and Final Completion Review with Owner and Contractor. Prepare punchlist of items to be completed prior to final payment.

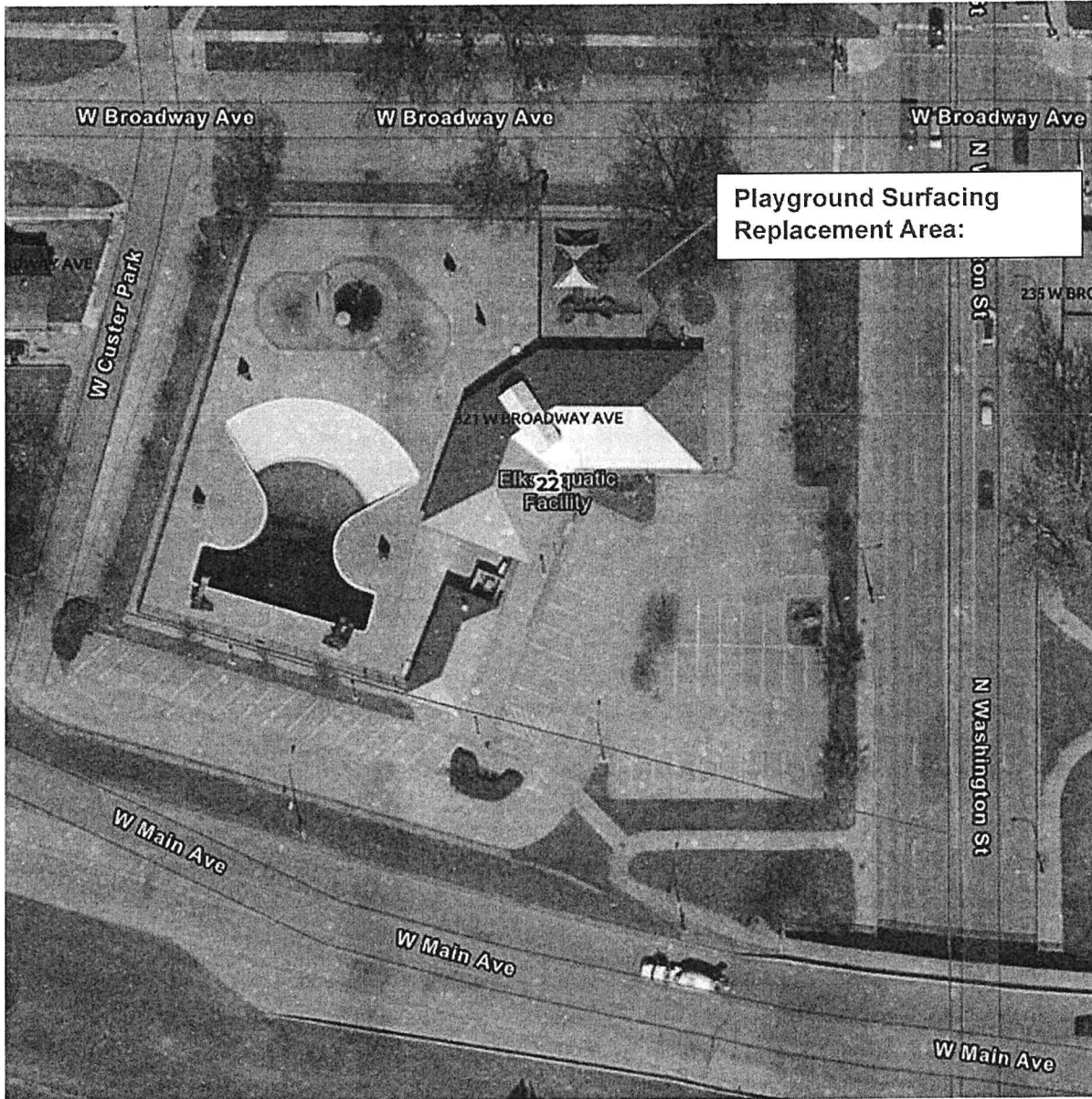
Services and Compensation Not Included

Due to no additional parking or building structures being proposed, submittal documents and services related to the City of Bismarck Site Plan Review and Stormwater and Floodplain Management Reporting are not anticipated to be included as part of the above services and therefore no compensation is included.

If indeed these services are deemed to be necessary by the City of Bismarck, they will be added by amendment to the agreement for professional services.

Costs for public advertisement of the bids (Bismarck Tribune) to be paid directly by BPRD.

Exhibit 'B' – Project Area Map



This is **Exhibit C, Landscape Architect's Schedule of Reimbursable Expenses and Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Landscape Architect for Professional Services.

Landscape Architect's Estimated Reimbursable Expenses

A. Schedule of Reimbursable Expenses

1. Printing and Reproduction Costs: \$300
2. Vehicle Mileage: Per Current Federal Rates per Mile

B. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates are subject to annual review and adjustment.

C. Schedule of Hourly Rates:

Hourly rates for services performed on or after the Effective Date are:

| | |
|--------------------------------|--------------|
| Landscape Architect I: | <u>\$110</u> |
| Landscape Architect II: | <u>\$140</u> |
| Principal Landscape Architect: | <u>\$160</u> |



Scope of Services

Tom O’Leary Golf Course – Cart Path Improvements Phase 1
Bismarck Parks and Recreation District
February 12, 2025

| Task No. | Description |
|----------|-----------------------------|
| 1 | Design and Bidding |
| 2 | Construction Administration |

Project Background

The Bismarck Parks and Recreation District plans to expand and replace golf cart paths at the Tom O’Leary Golf Course. The proposed cart path improvements for Phase 1 are for hole numbers 10, 11, 12, 13, and 16. The golf cart path would be an 8’ wide concrete path constructed to access the golf course during play.

Task 1 - Design Phase – Design and Bidding

Objective:

To provide design services for the proposed cart path replacement and expansion, including survey, plan development, and bidding services.

Activities:

1. Preliminary Design:
 - A. Complete design survey at 2 critical grading locations on holes eleven and sixteen.
 - B. Provide 30% plan set to be reviewed at Owner Review Meeting.
2. Final Design:
 - A. Complete 90% design documents, including plan sheets and specifications.
 - B. Review 90% design documents with Owner.
3. Bidding Services:
 - C. Bid Advertising and Bid Opening

Bismarck Parks and Recreation District Responsibilities:

- ✓ Provide documents as requested.
- ✓ Provide input on design alternatives
- ✓ Attend meetings.

Apex Responsibilities and Deliverables:

- ✓ 30%, 90%, and Final Design Documents.

Task 2 - Construction Phase – Construction Administration

Objective:

To provide construction administration services for the proposed trail expansion, including Construction Contract Documents, Shop Drawing Review, and Project Closeout.

Activities:

1. Construction Administration:
 - A. Contractor Pay Applications.
 - B. Shop Drawing Review.
 - C. Project Closeout.

2. Construction Observation

- A. Provide EJCDC Resident Project Representative (RPR) to assist observing progress and quality of the Work. The RPR will provide part-time services of 8 – 4-hour days.

Bismarck Parks and Recreation District Responsibilities:

- ✓ Provide documents as requested.
- ✓ Attend meetings.

Project Schedule

| <u>Task/Activity</u> | <u>Date (Week of)</u> |
|---|----------------------------------|
| - Execute Agreement for Engineering Service | February 20 th , 2025 |
| - Preliminary Design Start | March 1 st , 2025 |
| - 30% Design | April 8 th , 2025 |
| - 90% Design | May 8 th , 2025 |
| - Bid | June 12 th , 2025 |

TASK ORDER

This is Task Order No. 15,
consisting of 2 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

Effective Date of Task Order: February 12th, 2025

Owner: Bismarck Parks & Recreation District

Engineer: Apex Engineering Group

Specific Project (title): Tom O'Leary Golf Course – Cart Path Improvements Phase 1

Specific Project (description): Civil engineering services for golf course cart path at Tom O'Leary Golf Course.

2. Services of Engineer

The specific services to be provided or furnished by Engineer under this Task Order are:

See attached Scope of Services.

3. Owner's Responsibilities

Owner's responsibilities are set forth in the Agreement with the following modifications: **None**.

4. Task Order Schedule

The anticipated time period for providing Services is as follows:

See attached Scope of Services.

5. Payments to Engineer

Owner shall pay Engineer for services rendered under this Task Order as follows:

| | |
|--------------------------------|-------------------|
| Item 1. Planning and Design | \$55,291 Lump Sum |
| Item 2. Construction Phase | \$14,930 Lump Sum |
| Total (Items 1 and 2) | \$70,221 |

The terms of payment are set forth in the Agreement with the following modifications: **None**

Task Order Form

This document is based on part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

6. Other Modifications to the Agreement:

Other terms and conditions of the Agreement that are modified in this Task Order are: **None**

7. Attachments:

- a. Scope of Services

8. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: Principal / Vice President

Date Signed: _____

Date Signed: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: Thomas Demke, PE

Title: _____

Title: Project Manager

E-Mail Address: Thomas.Demke@ApexEngGroup.com

Phone: 701-323-3960



Water | Transportation | Municipal | Facilities

701.323.3950
600 South 2nd Street – Suite 145
Bismarck, ND 58504

February 3, 2025

Mr. Kevin Klipfel – Executive Director
Bismarck Parks and Recreation
400 E Front Ave.
Bismarck, ND 58504

**Re: BSC Aquatic Center – Video Board
Bismarck Parks and Recreation District
Bismarck, North Dakota
Apex Project No. 25.184.0028**

Dear Mr. Klipfel:

We would like to first thank you for the opportunity to present our electrical engineering services to you for the replacement of the LED Video Board at the existing BSC Aquatic Center.

Apex used the information your office provided from Daktronics and the information we gathered during our walk-through of the existing installation to develop a preliminary estimate of \$220,000 and alternate bid estimated at \$17,500 (static sign lighting). The cost includes removal of the old video board, installation of the new video board, modifications to the existing structural supports, and all new electrical power and communications cabling per Daktronics.

Apex would like to offer our design services at a lump sum of \$14,500 for the preparation of contract documents (plans and specifications), bidding services, and on-site construction observation. The fee is detailed in a separate Task Order No. 16- Revised

If you have any questions regarding this matter, please feel free to call me at 701-323-3961.

Sincerely,

A handwritten signature in black ink, appearing to read "John M. Klein".

John M. Klein, PE
Apex Engineering Group, Inc.

Cc: File

TASK ORDER

This is Task Order No. 16
consisting of 3 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services ("Agreement") dated February 18th, 2021, the Owner and Engineer agree as follows:

1. Background Data

Effective Date of Task Order: February 5, 2025

Owner: Bismarck Parks and Recreation District

Engineer: Apex Engineering Group, Inc.

Specific Project (title): BSC Aquatic Center – Video Board

Specific Project (description): Electrical engineering services for the design to replace existing LED video board with a new 8'x14' LED display and upgrade the existing lighting sources behind the advertisement panels.

2. Services of Engineer

The specific services to be provided or furnished by Engineer under this Task Order are:

1. Preliminary Design – Complete the electrical design for removal of the existing video board and installation of the new video board. Also identifying any changes to the existing support structure and the existing communication infrastructure.
2. Plans and Specifications – preparation of Drawings and Specifications suitable for quoting or bidding by qualified contractors to remove existing video board and install new video board with modifications to the existing supports and communication systems.
3. Bidding Services – Aid in the bidding process by submitting advertisements, issuing bidding documents, addenda, answering bidder's questions, conducting a bid opening, and issuing bid tabulations and recommendations.
4. Shop Drawings Review – Provide timely review of shop drawings as requested by BPRD staff.
5. Construction Phase Technical Assistance – Provide technical assistance to BPRD staff during the construction phase on an as-needed basis.

3. Owner's Responsibilities

Owner's responsibilities are set forth in the Agreement with the following modifications: **Provide existing electrical drawings and other support data to complete the design.**

4. Task Order Schedule

The anticipated time period for providing Services is as follows:

| <u>Item</u> | <u>week of</u> |
|--------------------------------|------------------|
| Task Order Execution | February 3, 2025 |
| Final Plans and Specifications | April 28, 2025 |

5. Payments to Engineer

1. Owner shall pay Engineer for services rendered under this Task Order as follows:

| | |
|-------------|----------|
| Lump Sum of | \$14,500 |
|-------------|----------|

2. Bid advertising costs are included.

3. The anticipated distribution of fees is:

| | |
|--|------------|
| Preliminary Design | 15% |
| Final Plans and Specifications | 60% |
| Bidding Phase Services | 5% |
| Shop Drawing Review | 5% |
| <u>Construction Phase Technical Assistance</u> | <u>15%</u> |
| Total | 100% |

4. The terms of payment are set forth in the Agreement with the following modifications: **None**

6. Other Modifications to the Agreement:

Other terms and conditions of the Agreement that are modified in this Task Order are: **None**

7. Attachments: None

8. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER:

By: _____

Title: _____

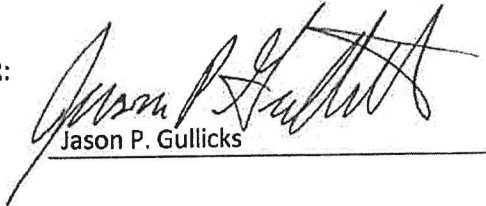
Date Signed: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

ENGINEER:

By: 
Jason P. Gullicks

Title: Vice President

Date Signed: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: John Klein

Title: Engineer/Project Manager

E-Mail Address: John.Klein@ApexEngGroup.com

Phone: 701-323-3961

Task Order Form

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