

EXHIBIT A - PROJECT BOUNDARIES



**BUDGET SUMMARY**

JLG #20005 Minot Wells Fargo Building

Issued: Date February 2020

CONSTRUCTION COSTS**Wells Fargo Building**

Demolition	\$336,000
General Construction	\$2,520,000
Fire Suppression	\$135,000
Plumbing	\$87,500
HVAC System	\$625,000
Central Plants	\$275,000
Temperature Controls	\$63,000
Electrical	\$944,500
Communications	\$188,800
Electrical Safety and Security	\$277,300
	\$5,452,100

Other

Elevators	\$160,000
Modify Elevator Shaft	\$75,000
Infill Floor	\$40,000
Storefront Replacement	\$150,000
Site Improvements	\$75,000
Roofing	\$140,000
Hazardous Material Removal	\$75,000
Skywalk	\$500,000
	\$1,215,000

Contingency	15%	\$1,000,065
Escalation Fall 2020 Start		\$0
		\$1,000,065

TOTAL CONSTRUCTION COSTS	\$7,667,165
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SOFT COSTS (OWNER)

Professional Fees	\$613,373
Reimbursable Expenses	\$50,000
Building Assessed Value	\$2,732,000
Furniture, fixtures and equipment (FFE)	\$1,000,000
Technology Security and Equipment	\$500,000
Site Survey	\$6,000
Temporary Heat	\$20,000
Special Inspections and Testing	\$20,000
Permits	\$60,000
Tapping Fee	\$0
Legal, Admin or Miscellaneous Cost	\$0
Moving Cost	\$150,000

TOTAL SOFT COSTS	\$5,151,373
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TOTAL PROJECT COST

TOTAL PROJECT COST	\$12,818,538
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JLG Architects - Compensation Schedule**Schedule of Hourly Compensation (As of 1/1/2021)**

Principal Practice Leader - Senior	\$380/Hour
Principal Practice Leader	\$280/Hour
Principal Architect - Senior	\$380/Hour
Principal Architect	\$250/Hour
Project Designer - Senior	\$230/Hour
Project Designer	\$180/Hour
Practice Studio Specialist - Senior	\$230/Hour
Practice Studio Specialist	\$180/Hour
Project Manager - Senior	\$230/Hour
Project Manager	\$180/Hour
Project Architect - Senior	\$210/Hour
Project Architect	\$160/Hour
Landscape Architect - Senior	\$220/Hour
Landscape Architect	\$130/Hour
Practice Studio Consultant	\$200/Hour
Construction Services Specialist - Senior	\$180/Hour
Construction Services Specialist	\$130/Hour
Business Assistant - Senior	\$180/Hour
Business Assistant	\$145/Hour
Technical Assistant - Senior	\$180/Hour
Technical Assistant	\$145/Hour
Interior Designer - Senior	\$150/Hour
Interior Designer	\$115/Hour
Interior Designer - Project Support	\$90/Hour
Job Captain - Senior	\$125/Hour
Job Captain	\$115/Hour
Project Support - Senior	\$95/Hour
Project Support	\$90/Hour
Project Assistant	\$85/Hour
Student Intern	\$65/Hour

Reimbursable Expense Charges**Cost Per Sheet**

Standard Printing	Size (Inches)	Standard	Glossy	Marketing	Cardstock
B & W	8.5 x 11	\$ 0.20	\$ 1.30	\$ 0.40	\$ 0.45
B & W	11 x 17	\$ 0.40	\$ 2.60	\$ 0.80	\$ 0.90
B & W	12 x 18	\$ 0.45	\$ 3.00		
Color	8.5 x 11	\$ 1.00	\$ 4.00	\$ 1.55	\$ 1.65
Color	11 x 17	\$ 2.00	\$ 8.00	\$ 3.10	\$ 3.30
Color	12 x 18	\$ 2.30	\$ 9.20	\$ 3.57	

Plotted Printing	Size (inches)	Standard	Glossy
B & W	18 x 24	\$ 1.35	\$ 5.40
B & W	15 x 31	\$ 1.45	\$ 5.80
B & W	22 x 34	\$ 2.35	\$ 9.40
B & W	24 x 36	\$ 2.70	\$ 10.80
B & W	30 x 42	\$ 3.95	\$ 15.80
B & W	34 x 44	\$ 4.70	\$ 18.80
B & W	36 x 48	\$ 5.40	\$ 21.60
Color	18 x 24	\$ 13.50	\$ 18.90
Color	15 x 31	\$ 14.50	\$ 20.30
Color	22 x 34	\$ 23.50	\$ 32.90
Color	24 x 36	\$ 27.00	\$ 37.80
Color	30 x 42	\$ 39.50	\$ 55.30
Color	34 x 44	\$ 47.00	\$ 65.80
Color	36 x 48	\$ 54.00	\$ 75.60

Mounted Gator Board

3/16" Thickness \$.045/Sq. in.

Mileage	\$.56/mile
Any Size Scan to File	\$4.50/ea. + \$5.50/CD
CD's	\$15.00/ea.
Telephone	At Cost
Photos	At Cost
Postage/UPS/Fed Ex	At Cost
Consultant Fees	As invoiced
Consultant Reimbursable Expenses	As invoiced

(NOTE: This schedule is subject to adjustment by JLG Architects)

JLG Architects
 Minot City Hall Rehabilitation
 AE2S Civil Engineering – 2021 Standard Rates
 Project Specific Revision 10 March 2021

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

2021 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative I	\$60.00	I&C Assistant	\$88.00
Administrative II	\$73.00	I&C Technician I	\$108.00
Administrative III	\$88.00	I&C Technician II	\$122.00
Communications Specialist I	\$93.00	I&C Technician III	\$136.00
Communications Specialist II	\$108.00	I&C Technician IV	\$147.00
Communications Specialist III	\$125.00	I&C Technician V	\$160.00
Communications Specialist IV	\$150.00	I&C Specialist	\$174.00
Communications Specialist V	\$165.00	I&C Senior Specialist	\$185.00
		I&C Manager	\$193.00
Construction Services I	\$142.00	IT I	\$111.00
Construction Services II	\$155.00	IT II	\$151.00
Construction Services III	\$175.00	IT III	\$181.00
Construction Services IV	\$192.00		
Construction Services V	\$210.00	Land Surveyor Assistant	\$86.00
Engineering Assistant 1	\$73.00	Land Surveyor I	\$103.00
Engineering Assistant 2	\$88.00	Land Surveyor II	\$123.00
Engineering Assistant 3	\$110.00	Land Surveyor III	\$138.00
Engineer I	\$119.00	Land Surveyor IV	\$152.00
Engineer II	\$141.00	Land Surveyor V	\$169.00
Engineer III	\$168.00	Land Surveyor VI	\$179.00
Engineer IV	\$193.00		
Engineer V	\$205.00	Operations Specialist I	\$89.00
Engineer VI	\$223.00	Operations Specialist II	\$108.00
Engineer VII	\$241.00	Operations Specialist III	\$133.00
Engineer VIII	\$250.00	Operations Specialist IV	\$150.00
		Operations Specialist V	\$175.00
Engineering Technician I	\$72.00		
Engineering Technician II	\$92.00	Program Coordinator I	\$188.00
Engineering Technician III	\$112.00	Program Coordinator II	\$202.00
Engineering Technician IV	\$126.00	Program Coordinator III	\$215.00
Engineering Technician V	\$143.00		
Engineering Technician VI	\$158.00	Project Coordinator I	\$104.00
Engineering Technician VII	\$175.00	Project Coordinator II	\$115.00
Engineering Technician VIII	\$186.00	Project Coordinator III	\$126.00
		Project Coordinator IV	\$141.00
Financial Analyst I	\$99.00	Project Coordinator V	\$159.00
Financial Analyst II	\$112.00		
Financial Analyst III	\$135.00	Project Manager I	\$179.00
Financial Analyst IV	\$145.00	Project Manager II	\$196.00
Financial Analyst V	\$164.00	Project Manager III	\$216.00
Financial Analyst VI	\$185.00	Project Manager IV	\$231.00
Financial Analyst VII	\$202.00		
Financial Analyst VIII	\$220.00	Technical Expert I	\$265.00
		Technical Expert II	\$289.00
GIS Specialist I	\$93.00	Technical Expert III	Negotiable
GIS Specialist II	\$112.00		
GIS Specialist III	\$132.00		
GIS Specialist IV	\$148.00		
GIS Specialist V	\$165.00		
GIS Specialist VI	\$185.00		

JLG Architects
 Minot City Hall Rehabilitation
 AE2S Civil Engineering – 2021 Standard Rates
 Project Specific Revision 10 March 2021

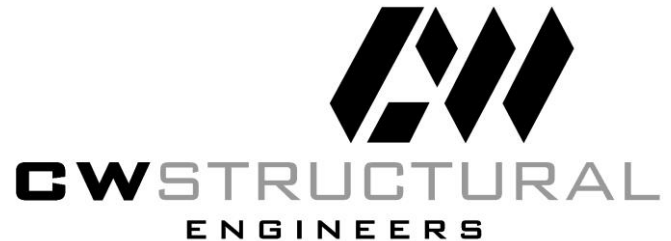
Reimbursable Expense Rates

Transportation	\$0.65/mile
Survey Vehicle	\$0.85/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$25.00/hour
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$238.00/hour
Out of Pocket Expenses	cost*1.00
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

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

1000 E. Calgary Avenue, Suite 2
Bismarck, North Dakota 58503
office | 701 221.3286
cwstructural.net



Hourly Rate Schedule

(January 1, 2021)

Principal Project Structural Engineer	\$165.00/Hour
Senior Project Structural Engineer	\$155.00/Hour
Project Structural Engineer	\$140.00/Hour
Drafting Technician Project Manager	\$115.00/Hour
Drafting Technician III	\$115.00/Hour
Drafting Technician II	\$90.00/Hour
Drafting Technician I	\$80.00/Hour
Engineering Technician III – E.I.T. III	\$125.00/Hour
Engineering Technician II – E.I.T. II	\$110.00/Hour
Engineering Technician I – E.I.T. I	\$90.00/Hour
Clerical/Administrative Assistant	\$65.00/Hour

Prairie Engineering
Hourly Rates Effective 10/01/20

Category	Description	Rate
200	Principal	\$165
205	Engineer – Level 6	\$145
210	Engineer – Level 5	\$120
215	Engineer – Level 4	\$110
220	Engineer – Level 3	\$100
225	Engineer – Level 2	\$95
230	Engineer – Level 1	\$90
240	Designer – Level 4	\$105
245	Designer – Level 3	\$100
250	Designer – Level 2	\$85
255	Designer – Level 1	\$70
265	Clerical	\$60

**FFE Scope**

21019 Minot City Hall Rehabilitation

RE: Exhibit D - FFE scope

PROJECT DESCRIPTION

The new Minot City Hall facility consists of a three story, approximately 46,000 SF existing building to be completely renovated. Construction is anticipated to be complete by November, 2022. The scope of the Furniture Package will include new furniture for all Departments and Spaces as described below and in the final Space Program and Architectural Floor plans prepared by JLG Architects. This description is based on the current program but the final scope will include any final program/plan revisions made during the normal architectural design process.

1. Mayor/City Council office areas.
2. City Manager Department
3. City Attorney Department
4. Finance Department
5. Human Resources Department
6. NDR Program
7. Information Technology Department
8. Dispatch
9. City Council Chambers and Conference room(s)
10. Main Lobby/Reception area
11. Meeting Rooms
12. Lunch Room
13. Mail Rooms
14. Copy Room
15. Break Rooms
16. Storage Areas

SCOPE OF WORK

As defined by Phase below:

Study Phase:

1. Preliminary Drawings - Prepare preliminary furniture layouts for architectural design drawings to place furniture in rooms.
2. Predesign Furniture Kickoff Meeting #1 - JLG will meet with and Administration /or department representatives to establish goals, objectives, schedule, and other critical issues related to furniture.
3. Programming / Planning Furniture Meeting #2 - JLG will meet with department user group to define program components and needs regarding furniture.
4. Preliminary Cost Estimate - Initial cost estimate for products will be developed based on industry standard pricing.

Design & Document Phase:

1. Drawings & Specifications - Will be developed indicating furniture layouts/product characteristic based on information gathered in Planning Meeting #2. JLG will make preliminary furniture selections for all new items needed. Specifications will be started.
2. Furniture Meeting #3 - Review of preliminary drawings and preliminary product selections with all identified stakeholders for furniture.

3. Furniture Fair - JLG will organize and set up a two-week furniture fair for the clients to demo, review and try out the furniture samples. We will base the selections off of the feedback from the preliminary product selections. The client should view the product firsthand, and it is critical for the clients to test most types of chairs for comfort and functions.
4. Final Drawing & Specifications - Information gathered will be incorporated into the final drawings and specifications in preparation for bidding the work.
5. Cost Summary - A spreadsheet will be developed summarizing all furniture associated with product identified at Owner meeting.
6. Furniture Meeting #4 - A final series of department user group meetings to confirm furniture layouts and product selections. JLG will make final revisions as noted before bid letting.

Bidding Phase:

1. Coordination - JLG will coordinate the bid letting of all final documents, field questions and issue appropriate addendum items.
2. Bid Review - After the bid opening, JLG will review and compare eligible bids. JLG will make recommendation(s) for award to the Owner and prepare all necessary contacts with the awarded bidder(s).

Contract Administration Phase:

1. Submittals - Upon receipt of shop drawings, JLG will review and prepare preliminary upholstery and finish selections.
2. Furniture Meeting #5 - Department user group meetings to discuss and make final selections for upholstery and finishes. JLG will process shop drawings submittals based on information gathered at this meeting.
3. Inspections - Upon completion of installation, one site inspection throughout one day will be conducted to prepare the Substantial Completion Inspection punch list identifying items that are incomplete or need to be replaced or repaired. After all punch list items have been corrected, one final completion inspection will occur. Any additional trips will be charged back to the contractor/installer as needed until the work is complete.

**JLG 21019 Minot City Hall Rehabilitation**

RE: Exhibit E - Civil Design Scope

Date: 3/26/21

Description of Civil Services

DESIGN PHASE SERVICES

- Review of current south parking lot for parking stall size and drive lane width
- Provide a plan to restripe the south parking lot.
- Review of existing front/south sidewalk exclusive of the parking lot and its east and west side walk path, to determine ADA compliance at curb cuts and slopes, excluding site surveying.
- Design a site plan to provide ADA accessible paths from the front/south sidewalk into the south entry, including curb cut and ADA ramp design, ADA warning panels, compliance with 2.0% slope limits.
- Review of 2nd Ave SW sidewalk, stoop, and curb drop off for ADA compliance, excluding site surveying.
- Design an ADA-compliant drop off area at the 2nd Ave SW entry, if included in the project scope.
- Provide fire suppression water service utility connection to existing water main utility on Main Street or 2nd Ave S or upgrade the existing 4" PVC connection to the water main on Main Street.
- Provide miscellaneous site restoration notes or details related to fire suppression water utility connection.
- Provide sanitary sewer service utility connection to existing sanitary sewer main utility on Main Street or 2nd Ave S or upgrade the connections.
- Provide miscellaneous site restoration notes or details related to sanitary sewer utility connection.
- Site restoration around an exterior elevator shaft if located along the south elevation of the building.
- Provide technical notes and specifications for site restoration and utility construction, with emphasis on using City of Minot Standard Construction Specifications.
- Provide a construction-phase erosion control plan.
- Provide engineers opinions of probable cost ("cost estimates").
- Provide milestone submittals of instruments of service
- Attend weekly coordination teleconferences, of up to 1-hour duration.
- Miscellaneous reimbursable expenses

BIDDING PHASE SERVICES

- Providing bidding phase support limited to appropriately responding to technical questions regarding the instruments of service prepared by AE2S, in general accordance with the standard terms of a AIA C401 sub-consulting agreement.
- Assist with bid review and validation.

CONSTRUCTION PHASE SERVICES

- Providing construction phase support in accordance with the standard terms of a AIA C401 sub-consulting agreement, except where greater duties are specifically defined.
- Provide full-time inspection during completion of water utility connection in the City right-of-way, in accordance with City of Minot Standard Specifications.
- Provide full-time inspection during completion of sanitary sewer connection in the City right-of-way, in accordance with City of Minot Standard Specifications.

- Provide field inspection during site restoration construction occurring within the City of Minot right-of-way.
- Attend one substantial completion site inspection and prepare a punch list.

EXCLUDED SERVICES

Work not specifically identified is excluded from our services, in particular:

- Surveying and existing utility mapping.
- Attending a Design Review Board meeting, as the civil engineering scope of work is ancillary to the larger project.
- Physical reconfiguration of the existing south lot or its east and west walk paths; the existing slopes are assumed to be acceptable as modification is not a reasonable expectation.
- Sanitary sewer connections if extending beyond the existing mains on 2nd Ave SW or Main Street.
- Site plans for exterior elevator shafts along the east, north, or west sides of the site.
- Restoration of guardrails on the east and west side of the south parking lot.
- Any legal surveying, modifications of rights-of-way, or other such land acquisition or rezoning activities.
- Storm water planning or utility upgrades to comply with current storm water regulations; the project scope does not reasonably indicate enough impervious area will be added to invoke such requirements.

**EXHIBIT F TO AGREEMENT
BETWEEN
OWNER AND ARCHITECT
FOR
PROFESSIONAL SERVICES**

CDBG Program Requirements

This is an exhibit attached to and made a part of; and incorporated by reference into the Agreement dated March 3, 2021, between City of Minot (OWNER) and JLG Architects (ARCHITECT) for professional services

1. Civil Rights

The ARCHITECT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Sections 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; Executive Order 11246, as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

The ARCHITECT agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program. The OWNER will provide the ARCHITECT with any guidelines necessary for compliance with that portion of the regulations during the term of this Agreement.

2. Nondiscrimination

The ARCHITECT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance.

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

The ARCHITECT shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ARCHITECT agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this nondiscrimination clause. The ARCHITECT

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shall also abide by Title IX of the Education Amendments of 1972 (20 U.S.C.A. 1681 *et seq.*) which prohibits sex discrimination in federally assisted education programs.

3. Affirmative Action

A. Approved Plan (applicable for contractors with 50 or more employees and contracts over \$50,000)
The ARCHITECT agrees that it shall be committed to carry out, pursuant to the OWNER's specifications, an Affirmative Action Program in keeping with the principles as provided in Presidential Executive Order 11246 of September 24, 1965. The OWNER will provide Affirmative Action guidelines to the ARCHITECT to assist in the formulation of such program, upon request.

B. Women/Minority Business Enterprise

The ARCHITECT shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The ARCHITECT may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

C. Notifications

The ARCHITECT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the ARCHITECT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. EEO/AA Statement

The ARCHITECT shall, in all solicitations or advertisements for employees placed by or on behalf of the OWNER, state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.

The ARCHITECT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development

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Act of 1974; Section 503 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; Executive Order 11246, as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

The ARCHITECT agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program. The OWNER will provide the Program Administrator with any guidelines necessary for compliance with that portion of the regulations during the term of this Agreement.

4. Section 109 of the Housing and Community Development Act of 1974

The Contractor/ARCHITECT shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. Section 503 of the Rehabilitation Act of 1973 (29 USC 793) (applicable to contracts and subcontracts over \$10,000)

- A. The ARCHITECT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The ARCHITECT agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The ARCHITECT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

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CDBG Program Requirements

- C. In the event of the ARCHITECT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The ARCHITECT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the ARCHITECT's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The ARCHITECT will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the ARCHITECT is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The ARCHITECT will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The ARCHITECT will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

6. Section 504 OF THE Rehabilitation Act of 1973, As Amended

The ARCHITECT agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program, or activity that receives the benefits from the federal financial assistance.

7. Age Discrimination Act of 1975

The ARCHITECT shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

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CDBG Program Requirements

8. Certification of Nonsegregated Facilities (applicable to contracts and subcontracts over \$10,000)

The ARCHITECT certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this AGREEMENT.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

9. Section 3 of the Housing and Urban Development Act of 1968 – Compliance in the Provision of Training, Employment and Business Opportunities

A. Compliance

The ARCHITECT agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders. The ARCHITECT understands that compliance shall be a condition of the federal assistance provided under this Agreement and binding upon the OWNER, the PROGRAM MANAGER and the ARCHITECT. Failure to comply with these requirements shall subject the OWNER, the PROGRAM MANAGER and the ARCHITECT, their successors and assigns, to those sanctions specified by the Agreement through which federal

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CDBG Program Requirements

assistance is provided, and as set out in 24 C.F.R. Part 135, Subpart D. The ARCHITECT agrees that no contractual or other disability exists which would prevent compliance with these requirements. The ARCHITECT shall include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this AGREEMENT is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.A. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

B. Notifications

The ARCHITECT shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The ARCHITECT shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the OWNER. The ARCHITECT will not subcontract with any contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

10. Environmental Conditions

A. Air and Water

The ARCHITECT agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C.A. 7401 *et seq.*

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- Clean Water Act, 33 U.S.C.A. 1368
- Executive Order 11738
- Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251, *et seq.*, 1321 and 1318, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
- National Environmental Policy Act of 1969 (42 U.S.C.A. 4321 *et seq.*, as amended)
- HUD Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

B. Flood Disaster Protection

The ARCHITECT shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

C. Lead-Based Paint

The ARCHITECT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. § 570.608 and 24 C.F.R. Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning, and of the advisability and availability of blood-level screening for children less than 7 years of age.

D. Historic Preservation

The ARCHITECT shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C.A. 470) and the procedures set forth in 36 C.F.R. Part 800, "Protection of Historic Properties," insofar as they apply to the performance of this Agreement. In general this requires approval from the North Dakota Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

E. Wildlife Protection

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The ARCHITECT agrees to comply with the requirements of the Endangered Species Act of 1973, as listed in 50 C.F.R. § 17.11 and 50 C.F.R. Part 402; the Lacey Act (16 U.S.C.A. 3371-3378 *et seq.*, as amended); the Migratory Bird Treaty Act (16 U.S.C.A. 703-12); the Fish and Wildlife Coordination Act (16 U.S.C.A. 661 *et seq.*); Section 4(f) of the Department of Transportation Act (49 U.S.C.A. 1653(f)); the Federal Water Pollution Control Act (33 U.S.C.A. 1251 *et seq.*); the Coastal Zone Management Act of 1972, as amended (16 U.S.C.A. 1451); and the Safe Drinking Water Act of 1974 (42 U.S.C.A. 300f *et seq.*, as amended), insofar as they apply to the performance of this Agreement.

11. Energy Efficiency

The ARCHITECT shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

12. Financial Management

The ARCHITECT shall adhere to standard, Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards and maintain necessary source documentation for all costs incurred under this Agreement.

The ARCHITECT will provide adequate support documentation to receive payment of CDBG-DR funds in sufficient detail for the PROGRAM MANAGER and/or the OWNER to determine cost eligibility and allowability.

13. Record-Keeping, Reports, and Audits

A. Records to be maintained

The ARCHITECT shall maintain all records required by this Agreement, records required by 24 C.F.R. § 570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

1. Records providing a full description of each activity undertaken
2. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
3. Records required determining the eligibility of activities
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance

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5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
6. Financial standards, as required by 24 C.F.R. § 570.502; and
7. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

B. Property Records

The ARCHITECT shall maintain real property inventory records, which clearly identify property purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the restrictions specified in 24 C.F.R. § 570.606. The ARCHITECT shall ensure that any independent audit required hereunder includes a report on real property inventory as a supplemental schedule in the audit.

C. Retention

The ARCHITECT shall retain all records pertinent to expenditures incurred under this Agreement per the State of North Dakota general Records Retention Schedule after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later.

D. Access to Records

The OWNER, the PROGRAM MANAGER, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the ARCHITECT which are directly pertinent to this specific AGREEMENT, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this AGREEMENT will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the OWNER's final closeout of the grant.

E. Inspection

The authorized representative and agents of the OWNER, the PROGRAM MANAGER and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, and payrolls, records of personnel, invoices of materials, and other relevant data and records.

F. Reports

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The ARCHITECT shall complete and submit all reports, in such form and according to such schedule, as may be required by the OWNER, pertaining to the work or services undertaken pursuant to this Agreement.

14. Conflict of Interest

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the ARCHITECT shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this AGREEMENT or to any benefit that may arise there from, but this provision shall not be construed to extend to this AGREEMENT if made with a corporation for its general benefit.

15. Activities and Contracts Not Subject To Executive Order – 11246, as Amended (applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this AGREEMENT, the ARCHITECT agrees as follows:

- 1. The ARCHITECT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The ARCHITECT shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2. The ARCHITECT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The ARCHITECT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3. The ARCHITECT shall incorporate foregoing requirements in all subcontracts.

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16. Patents

The ARCHITECT shall indemnify the OWNER and its officers, agents, servants, and employees that are involved with the project, contract and/or payments pursuant to this contract harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the AGREEMENT including its use by the OWNER, unless otherwise specifically stipulated in the Contract Document.

License or Royalty Fees: License and/or Royalty Fees for the use of a process which is mandated or specifically requested by the OWNER of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the OWNER and not by or through the ARCHITECT.

If the ARCHITECT uses any design device or materials covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work.

17. Copyright

All formal documents and data (not including drafts), produced under this Agreement are the property of the OWNER. If this Agreement results in any copyrightable material, the OWNER reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use the work. In addition, the OWNER may authorize others to use the material.

18. Subcontracts

- A. The ARCHITECT shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of North Dakota.
- B. The ARCHITECT shall be as fully responsible to the OWNER for the acts and omissions of the ARCHITECT's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the ARCHITECT.

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- C. The ARCHITECT shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the ARCHITECT by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the ARCHITECT the same power as regards terminating any subcontract that the OWNER may exercise over the ARCHITECT under any provision of the contract documents.
- D. Nothing contained in this AGREEMENT shall create any contractual relation between any subcontractor and the OWNER.

19. Debarment, Suspension, and Ineligibility

The ARCHITECT represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

20. Breach of Contract Terms

Any violation or breach of terms of this AGREEMENT on the part of the ARCHITECT may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this AGREEMENT. The duties and obligations imposed by the AGREEMENT documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

21. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and the AGREEMENT shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the AGREEMENT shall forthwith be physically amended to make such insertion or correction.

22. Changes

The OWNER may, from time to time, request changes in the scope of the services of the ARCHITECT to be performed hereunder. Such changes, including any increase or decrease in the amount of the ARCHITECT's compensation which are mutually agreed upon by and between the OWNER and the ARCHITECT, shall be incorporated in written and executed amendments to this Contract.

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23. Personnel

The ARCHITECT represents that it has, or will secure at its own expense, all personnel required in performing the services under this ARCHITECT. Such personnel shall not be employees of or have any contractual relationship with the OWNER or PROGRAM MANAGER.

All the services required hereunder will be performed by the ARCHITECT or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

24. Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or Federal grant funds under the official sponsorship of the OWNER must certify, on an annual basis, their compliance with the requirements of the "Drug Free-Workplace Act of 1988". Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location, or transport in which the employee is required to be present in order to perform his or her job function.

25. Anti-Kickback Rules

Salaries of personnel performing work under this AGREEMENT shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The ARCHITECT shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this AGREEMENT to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

26. Interest of ARCHITECT

The ARCHITECT covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder.

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27. Political Activity

The ARCHITECT will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

28. Compliance with the Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-87, A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this AGREEMENT.

29. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the ARCHITECT under this Contract are confidential, and the ARCHITECT agrees that they shall not be made available to any individual or organization without prior written approval of the OWNER and PROGRAM MANAGER.

30. Lobbying

The ARCHITECT certifies, to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the ARCHITECT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the ARCHITECT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

31. Reversion of Assets

The agreement shall specify that upon its expiration the ARCHITECT shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the ARCHITECT's

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control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subcontractor in the form of a loan) in excess of \$25,000 is either:

- a. Used to meet one of the national objectives in § 570.208 (formerly § 570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or
- b. Not used in accordance with paragraph (b)(7)(i) of this section, in which event the ARCHITECT shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in paragraph (b)(7)(i) of this section.)

32. Payment for Eligible Expenses

The ARCHITECT understands and agrees that the OWNER shall reimburse the ARCHITECT for only those costs associated with work that has been authorized by OWNER and costs that are eligible under applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HUD grant funds. However, if so requested by the ARCHITECT, repayment requirement shall be held in abeyance for 30 days, and ARCHITECT shall be afforded the opportunity to provide additional documentation and/or explanation to make a case that the ineligible expenses were, in fact eligible. OWNER shall review such documentation and explanation and provide the ARCHITECT with its findings which either will be that repayment is now immediately requirement or a satisfactory documentation has been provided to demonstrate expenses were eligible. No reimbursement shall be made for goods and services received by the ARCHITECT as in-kind contributions from third parties for assistance to the Program.

32. Repayment of Ineligible Payments

In the event HUD or the OWNER determines through investigations and/or monitoring that any payment or reimbursement to ARCHITECT is ineligible or disallowed, the ARCHITECT shall immediately and without delay fully reimburse OWNER. If HUD informs OWNER that it is required to refund moneys previously awarded or drawn down from the U.S. Treasury in reference to this agreement, as a result of ARCHITECT's sole negligence, willful misconduct, or intentional fraud, the ARCHITECT agrees to pay an equal amount to OWNER prior to the demand date of payback.