



## **CONTRACT ASSIGNMENT AGREEMENT**

### **Broadway Circle Construction Contract**

This Assignment Agreement (Agreement), is entered into by and between the City of Minot (City/Assignee), a municipal corporation and political subdivision of the State of North Dakota, Project BEE (Project BEE/Assignor), and Mattson Construction Company (Mattson Construction), collectively referred to herein as the Parties, to assign Project BEE's interest in the following construction contract to the City of Minot:

1. AIA Document A101-2017, A Standard Form of Agreement between Owner and Contractor where the basis of payment is a stipulated sum entered into on April 26, 2022 by and between Project BEE, and Mattson Construction Company (Contractor) to construct the Broadway Circle Project BEE located at 1901 S. Broadway, Minot, ND 58701 (EAPC Project # 20204441). This document is attached hereto as Exhibit A, is referred to throughout this Agreement as the "Broadway Circle Construction Contract."

**WHEREAS**, Project BEE/Assignor entered into three subrecipient agreements with the City/Assignee to construct seventeen affordable rental units for LMI households and to develop a Family Homeless Shelter with six emergency shelter units for LMI households, hereinafter referred to as the "Broadway Circle Project"; and

**WHEREAS**, Project BEE/Assignor entered into the Broadway Circle Construction Contract with Mattson Construction for the purpose of constructing the Broadway Circle Project; and

**WHEREAS**, Project BEE/Assignor advised the City that it cannot complete its remaining obligations under its subrecipient agreements with the City/Assignee; and

**WHEREAS**, Project BEE/Assignor wishes to assign their rights and obligations under the Broadway Circle Construction Contract to the City/Assignee; and

**WHEREAS**, City/Assignee wishes to assume the majority of Project BEE/Assignor's rights and obligations under the Broadway Circle Construction Contract in order to ensure completion of the Broadway Circle Project; and

**WHEREAS**, Mattson Construction consents to Project BEE/Assignor assigning most of their rights and obligations under the Broadway Circle Construction Contract to the City/Assignee; and

**WHEREAS**, assignment of this Agreement will allow the City/Assignee and Mattson Construction Company to continue the Broadway Circle Project under the terms and conditions negotiated in the Broadway Circle Construction Contract and this Agreement; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises recorded herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals Incorporated. The recitals set forth above are true and correct, and considered a part of this Agreement.
2. Assignment of Broadway Circle Construction Contract. Project BEE/Assignor and the City/Assignee hereby agree that Project BEE/Assignor shall assign, and City/Assignee shall assume, all of Project BEE/Assignor's rights, titles, and interests, obligations, responsibilities, and duties under the Broadway Circle Construction Contract unless stated otherwise in this Agreement on February 6, 2024 at 8:00 a.m. (Assignment Date).
3. Mutual Agreements and Modifications to Broadway Circle Construction Contract.
  - a. City/Assignee and Mattson Construction mutually agree that that portion of the Broadway Circle Project consisting of buildings A, B, and C are above the 50% mark, and upon execution of this Agreement, the retainage will be paid directly from City/Assignee to Mattson Construction on building A, and the retainage will be reduced to 5% on the remainder of the Broadway Circle Project; and
  - b. City/Assignee will put a 10% contingency in place to ensure any approved future change orders are covered; and
  - c. Building B will not be occupied until construction has been completed on building C. The 5% remaining retainage will not be released until both buildings are complete and receive a certificate of occupancy.
4. Assignment Agreement Contingent upon Execution of Mutual Termination Agreement. Project BEE/Assignor and City/Assignee have also executed a Mutual Termination Agreement dated February 6, 2024. The Parties acknowledge, understand, and agree that this Agreement shall be terminable at the City/Assignee's option should Project BEE/Assignor fail to comply with any of the terms and conditions of the Mutual Termination Agreement..
5. Indemnification by Project BEE/Assignor. Notwithstanding the foregoing, Project BEE/Assignor agrees to defend and indemnify City/Assignee and Mattson Construction from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorney's fees and other costs of defense and damages resulting from Project BEE/Assignor's performance before and after their assignment of the Broadway Circle Construction Contract to the City/Assignee.
6. Parties Responsible for Costs. The Parties shall be responsible for their own direct and indirect costs associated with this Agreement.
7. Project BEE's Representations and Warranties. Project BEE represents and warrants the following as a material inducement for the City to enter into this Agreement:
  - a. Project BEE is a non-profit organization, validly existing and in good standing under the laws of the State of North Dakota; it has the power and authority necessary to enter into this Agreement and carry out the transactions contemplated herein, and that the execution and delivery of this Agreement to the City will not violate or constitute a default under

the terms and provisions of any agreement, law, or court order to which Project BEE is a party or by which Project BEE is bound.

- b. All actions required to authorize Project BEE to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of Project BEE, enforceable in accordance with its terms.
  - c. The person executing this Agreement on behalf of Project BEE has the full power and authority to bind Project BEE to the terms hereof.
8. Non-Litigation Covenant. The release in this Agreement may be plead as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of the release contained herein, and the Parties shall not in any manner challenge this Agreement. Notwithstanding the mutual releases contained in this Agreement, nothing in this Agreement is, nor shall be deemed to be, a release of the obligations, terms, and conditions of this Agreement, and nothing herein shall in any manner limit or otherwise preclude the Parties from commencing an action solely for the purpose of enforcing any obligation, term, or condition of this Agreement.
9. Binding Effect. The terms of this Agreement, including the recitals above, are considered binding and effective promises, agreements, and covenants, fully enforceable by the Parties. This Agreement shall inure to the benefit of the Parties and any of their heirs, successors, personal representatives, officers, and assigns of each.
10. City's Representations and Warranties. The City represents and warrants the following as a material inducement for the City to enter into this Agreement:
- a. The City is a municipal corporation with a home rule charter, existing and in good standing under the laws of the State of North Dakota; that it has all the necessary power and authority to enter into this Agreement and carry out the transactions contemplated herein; and that the execution and delivery hereof and the performance by the City of its obligations hereunder will not violate or constitute a default under the terms and provisions of any agreement, law or court order to which the City is a party or by which the City is bound.
  - b. All actions required to authorize the City to enter into this Agreement have been taken, and that this Agreement is a valid and binding obligation of Project BEE, enforceable in accordance with its terms.
  - c. The person executing this Agreement on behalf of the City has the full power and authority to bind the City to the terms hereof.
11. Notices. Notices, statements, and other communications to be given under the terms of this Agreement shall be delivered in a timely fashion (and in any event within any time limits established elsewhere in this Agreement) and shall be in writing and delivered by hand or sent by U.S. Mail (return receipt requested), and addressed as follows:

- a. To City/Assignee: City of Minot

Attn: City Clerk  
P.O. Box 5006  
Minot, ND 58702-5006


- b. To Project BEE/  
Assignor: Project BEE  
205 – 3<sup>rd</sup> Avenue SE  
Minot, ND 58701
- c. Mattson  
Construction: 4321 East Burdick Expy.  
Minot, ND 58701

12. Records Maintenance. The Parties agree that this Agreement and all documents relative to this Agreement are subject to North Dakota's open records laws and shall remain accessible to the City upon written request by the City.
13. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Agreement shall be deemed to have been waived by either Party, unless such waiver is in writing signed by the Party against whom such waiver is asserted.
14. Successors and Assigns. All of the rights, benefits, duties, liabilities, and obligations of the Parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.
  - a. Transfers and Assignments. The Parties shall not sell, convey, assign, transfer, pledge, or otherwise dispose of all or any part of its interest, if any, in this Agreement, or any of the contractual rights or obligations related to this Agreement without first obtaining the prior written consent of the City.
15. Applicable Law/Venue. This Agreement and all provisions herein shall be construed and enforced in accordance with the laws of the State of North Dakota. Venue for any action arising out of this Agreement shall be in Ward County District Court.
16. Representation by Counsel/Voluntary Nature of Agreement. The Parties acknowledge and represent that they have been, or have waived the opportunity to consult and be, represented by legal counsel in connection with the consideration and execution of this Agreement. The Parties represent and declare that in executing this Agreement, they relied solely upon their own judgment, belief, and knowledge, and after consultation with their legal counsel concerning the nature, extent, and duration of their rights and claims, and that they were not induced into executing this Agreement by any representations not expressly contained or referred to herein. By entering into this Agreement, the Parties acknowledge and expressly warrant and represent to each other that, as a part of the consideration for the promises contained herein, that before executing this Agreement they have fully and completely read its terms and that the terms of this Agreement are fully understood and voluntarily accepted by each Party, without duress or coercion of any kind.


17. Severability. If any provisions of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden on any party hereto, shall be found invalid or unenforceable to any extent, the same shall be considered severed, and shall not adversely affect the validity or enforceability of the remainder of this Agreement.
18. Further Assurances. The Parties hereby agree to execute and deliver any and all instruments, agreements, documents, and take any other such action as may be necessary and appropriate to carry out the transactions described in this Agreement.
19. Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its terms. Reference to section numbers are to sections in this Agreement unless expressly stated otherwise.
20. Entire Agreement. This Agreement sets forth all the covenants, promises, agreements, conditions, and understandings between the Parties, oral or written, relating to the subject matter of this Agreement. Neither Party has made any representations or promises not expressly contained herein. No subsequent alterations, amendments, changes, or additions to this Agreement shall be binding upon a Party unless reduced to writing and signed by a Party's authorized representative.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their undersigned officials as duly authorized,

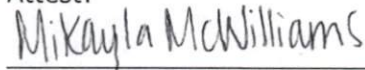
**ASSIGNEE: CITY OF MINOT**

  
\_\_\_\_\_  
Mayor  
2-6-24  
\_\_\_\_\_  
Date


**ASSIGNOR: PROJECT BEE**

  
\_\_\_\_\_  
Title: Board President  
Feb 6, 2024  
\_\_\_\_\_  
Date

Attest:

  
\_\_\_\_\_  
City Clerk  
2-6-2024  
\_\_\_\_\_  
Date

Attest:

  
\_\_\_\_\_  
Title: vice president  
Feb 6- 2024.  
\_\_\_\_\_  
Date

Attest:

  
\_\_\_\_\_  
Finance Director, City of Minot

2-6-24  
Date

By signing below, Mattson Construction Corporation hereby consents to the assignment of the Broadway Circle Contract from Project BEE/Assignor to the City of Minot/Assignee as described in this Agreement, to include the modifications described in paragraph 3.



Title: VP

Date Feb 5, 2024

Title:

Date

# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the 26th day of April in the year 2022  
(In words, indicate day, month and year.)

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

Project BEE  
400 E Central Avenue  
Suite 302  
Minot, ND 58701  
Telephone Number: (701) 838-1812

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

Mattson Construction Co.  
4321 East Burdick Expy  
Minot, ND 58701  
Telephone Number: 701-852-3293

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

Broadway Circle Project BEE  
1901 S Broadway  
Minot, ND 58701  
EAPC Project# 20204441

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

Engineers-Architects, P.C. (herein known as EAPC Architects Engineers)  
2080 36<sup>th</sup> Ave SW, Suite 210  
Minot, ND 58701  
Telephone Number: 701-839-4547  
Fax Number: 701-839-4545

The Owner and Contractor 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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
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4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
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8	MISCELLANEOUS PROVISIONS
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## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Init.

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: July 1, 2023.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be seven million five hundred forty thousand (\$ 7,540,000.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
Natural Playground	\$25,000.00

§ 4.4 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Removal of unsatisfactory soil and replacement with satisfactory soil material	CY	\$40.00

§ 4.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

N/A

#### § 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the thirtieth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the thirtieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

10%

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

Article 9.6.9 of the Supplementary Conditions.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

0 %

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☒ [ X ] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☐ [ ] Litigation in a court of competent jurisdiction

☐ [ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

N/A

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:

*(Name, address, email address, and other information)*

Elizabeth Larsen  
400 E Central Avenue  
Suite 302  
Minot, ND 58701

Email Address: liz@projectbeend.org

**§ 8.3** The Contractor's representative:

*(Name, address, email address, and other information)*

Tim Ahmann, Project Manager  
4321 E Burdick Expy  
Minot, ND 58701  
Phone Number: 701-852-3293

Init.

Email Address: tim@projectdelivery.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 8.7 Other provisions:**

N/A

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

**.5 Drawings**

**GENERAL**

- G001 COVER SHEET
- G100A BUILDING A CODE PLAN & INFORMATION
- G100B BUILDING B CODE PLAN & INFORMATION
- G100C BUILDING C CODE PLAN & INFORMATION

**CIVIL**

- C100 COVER SHEET
- C200 GENERAL NOTES & LEGENDS
- C300 SURVEY OVERLAY & DEMOLITION PLAN
- C400 OVERALL SITE PLAN
- C500 UTILITY PLAN
- C600 GRADING PLAN
- C700 EROSION & SEDIMENT CONTROL PLAN
- C800 DETAILS
- C801 DETAILS
- C802 DETAILS

**LANDSCAPE**

- L100 LANDSCAPE PLAN

**STRUCTURAL**

- S001 STRUCTURAL GENERAL NOTES
- S002 STRUCTURAL LEGENDS AND ABBREVIATIONS

Init.

S201A FOUNDATION/SLAB PLAN – BUILDING A  
 S201B FOUNDATION/SLAB PLAN – BUILDING B  
 S201C FOUNDATION/SLAB PLAN – BUILDING C  
 S202B ROOF FRAMING PLAN – BUILDING B  
 S202C SECOND FLOOR FRAMING PLAN – BUILDING C  
 S203C ROOF FRAMING PLAN – BUILDING C  
 S301B SHEARWALL PLAN – BUILDING B  
 S301C SHEARWALL PLAN – BUILDING C  
 S501 PICNIC SHELTER PLANS  
 S601 TYPICAL FOUNDATION DETAILS  
 S602 FOUNDATION DETAILS  
 S701 TYPICAL FRAMING DETAILS  
 S702 FRAMING DETAILS

#### ARCHITECTURAL

A001 GENERAL ARCHITECTURAL NOTES  
 A021 WALL TYPES  
 A041 ARCHITECTURAL SITE PLAN  
 A042 SITE DETAILS  
 A101A BUILDING A DEMOLITION PLAN  
 A201A BUILDING A FLOOR PLAN  
 A201B BUILDING B FLOOR PLAN  
 A201C BUILDING C FIRST FLOOR PLAN  
 A202C BUILDING C SECOND FLOOR PLAN  
 A221A BUILDING A ROOF PLAN  
 A221B BUILDING B ROOF PLAN  
 A221C BUILDING C ROOF PLAN  
 A301A BUILDING A REFLECTED CEILING PLAN  
 A301B BUILDING B REFLECTED CEILING PLAN  
 A301C BUILDING C REFLECTED CEILING PLANS  
 A401A BUILDING A EXTERIOR ELEVATIONS  
 A401B BUILDING B EXTERIOR ELEVATIONS  
 A401C BUILDING C EXTERIOR ELEVATIONS  
 A421B BUILDING B BUILDING SECTIONS  
 A421C BUILDING C BUILDING SECTIONS  
 A441B BUILDING B WALL SECTIONS  
 A441C BUILDING C WALL SECTIONS  
 A442C BUILDING C STAIR PLANS & SECTIONS  
 A443C BUILDING C ELEVATOR PLANS, SECTIONS & DETAILS  
 A601 CASEWORK DETAILS  
 A701A BUILDING A ENLARGED PLANS & INTERIOR ELEVATIONS  
 A710B BUILDING B ENLARGED PLANS & INTERIOR ELEVATIONS  
 A711B BUILDING B ENLARGED UNIT PLANS & INTERIOR ELEVATIONS  
 A720C BUILDING C ENLARGED PLANS & INTERIOR ELEVATIONS  
 A721C BUILDING C ENLARGED PLANS & INTERIOR ELEVATIONS  
 A722C BUILDING C ENLARGED PLANS & INTERIOR ELEVATIONS  
 A801 DOOR SCHEDULES, DOOR & WINDOW TYPES & DETAILS  
 A802 DOOR AND WINDOW DETAILS

#### INTERIORS

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Number	Title	Date
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00 1000	INSTRUCTION TO BIDDERS

Init.

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20 0516        EXPANSION FITTINGS AND LOOPS FOR PIPING  
20 0517        SLEEVES AND SLEEVE SEALS FOR PIPING  
20 0518        ESCUTCHEONS FOR PIPING  
20 0519        METERS AND GAGES FOR PIPING  
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20 0529        HANGERS AND SUPPORTS FOR PIPING AND EQUIPMENT  
20 0548        VIBRATION CONTROLS  
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20 0716        EQUIPMENT INSULATION  
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22 1120        DIGITAL DOMESTIC WATER TEMPERING AND RECIRCULATION SYSTEM  
22 1316        SANITARY WASTE AND VENT PIPING  
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23 0713        DUCT INSULATION  
23 0923        HVAC INSTRUMENTATION CONTROLS  
23 0923.11     CONTROL VALVES  
23 0923.12     CONTROL DAMPERS  
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23 0993.11     SEQUENCE OF OPERATIONS FOR HVAC DDC  
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23 7200	AIR-TO-AIR ENERGY RECOVERY EQUIPMENT
23 7423.13	PACKAGED, DIRECT-FIRED, OUTDOOR, HEATING-ONLY MAKEUP-AIR UNITS
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Section	Title	Date	Pages
.7	Addenda, if any:		
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Addendum No. 1	03.24.2022	1	
Addendum No. 2	03.29.2022	63	
Addendum No. 3	03.31.2022	33	
Addendum No. 4	04.01.2022	16	
Addendum No. 5	04.06.2022	19	
Addendum No. 6	04.08.2022	7	
Addendum No. 7	04.08.2022	4	
Addendum No. 8	04.11.2022	2	

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
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☒ Supplementary and other Conditions of the Contract:


Document	Title	Date	Pages
Article 16	Supplementary Conditions	03.15.2022	8
CDBG Funded Projects	Supplementary General Conditions	03.31.2022	20

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Bid Form, Exhibit B, Attached

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

  
OWNER (Signature)

Elizabeth Larsen, Executive Director  
(Printed name and title)

  
CONTRACTOR (Signature)

Terry Mattson, Vice President  
(Printed name and title)

Init.



**AIA®**

# Document A101® – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 26th day of April in the year 2022  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

Broadway Circle Project BEE  
1901 S Broadway  
Minot, ND 58701

**THE OWNER:**  
(Name, legal status and address)

Project BEE  
400 E Central Avenue  
Suite 302  
Minot, ND 58701

**THE CONTRACTOR:**  
(Name, legal status and address)

Mattson Construction Co.  
4321 East Burdick Expy  
Minot, ND 58701

### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

#### ARTICLE A.2 OWNER'S INSURANCE

##### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

#### 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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®-2017, General Conditions of the Contract for Construction. Article 11 of A201®-2017 contains additional insurance provisions.

Int.

#### § A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

#### § A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss

Sub-Limit

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage

Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

#### § A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

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(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

☐ § A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

☐ § A.2.5.2 Other Insurance  
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

## ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

### § A.3.1 General

§ A.3.1.1 **Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 **Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

### § A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

### § A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million and 00/100 dollars (\$ 1,000,000.00 ) each occurrence, two million and 00/100 dollars (\$ 2,000,000.00 ) general aggregate, and two million and 00/100 dollars (\$ 2,000,000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including

1. damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

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- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million and 00/100 dollars (\$ 1,000,000.00 ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than five hundred thousand and 00/100 dollars (\$ 500,000.00 ) each accident, one million and 00/100 dollars (\$ 1,000,000.00 ) each employee, and one million dollars and 00/100 dollars (\$ 1,000,000.00 ) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

**§ A.3.3 Contractor's Other Insurance Coverage**

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

☒ § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

☒ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

☐ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

Init.

[ ] § A.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type

Payment Bond

100% Contract Sum

Performance Bond

100% Contract Sum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Init.

## EXHIBIT B

### BID FORM

PROJECT: Broadway Circle

BID OPENING DATE: Tuesday, April 12, 2022

BID OPENING TIME: 2 PM CST

BID OPENING PLACE: EAPC Architects Engineers  
2080 36<sup>th</sup> Ave SW, Suite 210  
Minot, ND 58701

TO THE OWNER: Project BEE  
400 E Central Avenue, Suite 302  
Minot, ND 58701

I have received the Drawings and Specifications for the Broadway Circle Contract for EAPC Project No. 20204441, Broadway Circle, to be erected at Minot, ND.

I have also received Addenda Nos. 1-8 and have included their provisions in my Bid. I have examined both the documents and the site and submit the following Bid:

I will do the Single Prime Construction work for the lump sum price of Seven million five hundred forty thousand dollars (\$ 7,540,000.00).

#### SCHEDULE OF VALUES

I have included the following costs in the Bid above and their scheduled value is as follows:

1. Item No.1 Residential Appliances \$94,775.00
2. Item No.2 Picnic Shelter \$15,000.00
3. Item No.3 Natural Playground \$41,470.00
4. Item No.4 Cost to enclose NW suite including shaft wall on south wall and restroom 125 and separate electric, water and sewer service \$21,000

Costs include material, labor, all applicable taxes and fees for a turn key installation.

#### ALTERNATIVES.

I will include the following alternates as specified additions to or deductions from the above Base Bid, for changes in dollars and time listed:

EAPC Project 20204441

FORMS  
ADDENDUM NO. 6

00 3000

Alternate No. 1, Brick Alternate

Add \$ \$70,900

Add 15 Calendar Days.

UNIT COSTS.

I will include authorized unit cost work as specified to be added to or deducted from the above Base Bid, for changes in dollars and time listed:

Unit Cost A, Removal of unsatisfactory soil and replacement with satisfactory soil material

Add \$ 40.<sup>00</sup> / CY

Add 10 Calendar Days.

In submitting this Bid, I agree:

1. To hold my bid open for 30 calendar days after its' opening.
2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
3. To enter into and execute a Contract, if awarded on the basis of this bid, and to furnish Guarantee Bonds in accord with the Instructions to Bidders.
4. To accomplish the work in accord with the Contract Documents.
5. To substantially complete the Work in the Base Bid according to the following schedule: (See Supplementary Conditions for Liquidated Damages.)

To substantially complete the Work in the Base Bid by July 1, 2023.

6. The Bidder understands that he/she is bidding on a Contract funded with Federal dollars and administered by the City of Minot, North Dakota. The Bidder understands that debarment by either the City of Minot or the Federal government will make him/her ineligible.
7. The Bidder understands that all work must be completed in accordance with CDBG program requirements, including Section 3.
8. Bidder hereby certifies that work performed will meet or exceed Federal, State, and Local regulations. Proposer understands that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded construction contracts.
9. The Bidder identified above, in compliance with your Advertisement for Bids, having examined the Bidding Documents and being familiar with all of the conditions surrounding the proposed project, including the availability of supervision, materials and labor, hereby proposes to furnish all supervision, labor, materials, equipment, and supplies and to complete the project in accordance with the Contract Documents, within the time set forth therein and at the prices stated below. These prices are to cover all

expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

10. Bidder understands that at least 10% of project funds will be retained for 30 days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 10% retainage.  
I have attached the required Bid Security.
11. Bidder accepts all of the terms and conditions of the Bidding Documents. Bidder will sign the Agreement and submit the required Bonds and other documents required by the Bidding Documents within the specified timelines.
12. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner in the form included with the Bidding Documents to perform all Work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and, Bonds, insurance and submittals; all as indicated or specified in the Bidding Documents.
13. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and other Bidding Documents, and further warrants and represents that:
  - (a) Bidder has familiarized himself with the Work required by the Bidding Documents, the locale where the Work is to be performed, local labor conditions and all laws, regulations, and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work.
  - (b) Bidder has given the Program Administrator written notice of the Bidding Documents requirements that might restrict competition or be ambiguous and the written resolution thereof by Program Administrator is acceptable to Bidder.
  - (c) Bidder has given Program Administrator written notice of all conflicts, errors, or discrepancies that it has discovered in the Bidding Documents and the written resolution thereof by Program Administrator is acceptable to Bidder.
  - (d) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
  - (e) Bidder employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for Bidder.

- (f) No part of the contract price received by Bidder was paid or will be paid to any persons, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with construction of the public building or project were in the regular course of their duties for Bidder.
- (g) Neither Bidder nor any member of his company has divulged information regarding said Bid or any data relative thereto to any other person, firm, or corporation.
- (h) Neither the Bidder nor any of its proposed Subcontractors at any tier is on the List of Parties Excluded from Federal Procurement of Non-Procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, 'Debarment and Suspension', as set for the at 2 CFR Part 2424 and 2 CFR Part 180.
- (i) All statements contained in said Bid are true and correct.
- (j) Bidder will use the Subcontractors listed in Attachment A of this Bid Form in performing the Work, and will use no other Subcontractors without prior approval of the Program Administrator.
- (k) A Bid Bond with Power of Attorney in the amount of 5% of the Bid is attached and made a part of this Bid.

14. Submit the following documents with your bid:

- a. Attachment A- Subcontractor Workforce
- b. Attachment B- Nepotism Statement
- c. Attachment C- Non-Collusion Statement
- d. Attachment D- Contractor Certificate of Non-Segregated Facilities
- e. Attachment E- Contractor's HUD Section 3 Plan
- f. Attachment F- Equal Employment Opportunity Certificate
- g. Attachment G- Contractor's/Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements.
- h. Current North Dakota Waste Hauler's Permit (MSW)
- i. COVID-19 Form

I have listed below the major Subcontractors whose bids I have used in submitting this Bid:

Mowbray & Sons  
Northwestern Electric

Official Address:

4321 E. BURDICK EXPY  
MINOT, ND 58701

MATTSON CONSTRUCTION firm name  
[Signature] signed by  
VP title

**ATTACHMENT A – SUBCONTRACTOR WORKFORCE:** Bidders are required to list all Subcontractors, Vendors, and Suppliers anticipated to be used in the Work for this Project. Include approximate percentages of subcontracted work for subcontractors designated as WBE or MBE. Percentage of Work value and total cannot exceed 100%. (Use additional sheets if necessary)

SUBCONTRACTOR/VENDOR/ SUPPLIERS	ADDRESS OF BUSINESS OR OWNER	TYPE OF WORK	TOTAL % OF WORK	WBE %	MBE %
Ackerman Surveying	Minot	Surveying	4%		
Exc. Inc	Minot	Excavation, Dirtwork	4%		
Keller Paving	Minot	Paving, Concrete	16%		
Holm Masonry	Minot	Masonry	1%		
Minot Lumber	Minot	Building Materials	5%		
Farrah Truss	Minot	Trusses	3%		
Big B Insulation	Minot	Insulation	1%		
Thoresen	Minot	Building Materials	3%		
Otis	Minot	Elevator	1%		
Woodside	Qualier	Cabinets	2%		

**ATTACHMENT A – SUBCONTRACTOR WORKFORCE:** Bidders are required to list all Subcontractors, Vendors, and Suppliers anticipated to be used in the Work for this Project. Include approximate percentages of subcontracted work for subcontractors designated as WBE or MBE. Percentage of Work value and total cannot exceed 100%. (Use additional sheets if necessary)

SUBCONTRACTOR/VENDOR/ SUPPLIERS	ADDRESS OF BUSINESS OR OWNER	TYPE OF WORK	TOTAL % OF WORK	WBE %	MBE %
I Keating	Minor	Flooring	3%		
Rim Painting	Minor	Painting	1%		
Steen	Minor	Water & Sewer	2%		
Amerifence		Fence	2%		
Premier Landscaping	Minor	Landscaping	1%		
Mowbray	Minor	HVAC / Plumbing	21%		
Northwestern Electric	Minor	Electric	7%		



**ATTACHMENT B  
NEPOTISM STATEMENT**

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PROGRAM  
ADMINISTRATOR DEEMING YOUR BID "NON-RESPONSIVE"**

The Bidder or any officer, if the Bidder is other than an individual, shall state whether Bidder has a relationship, either by blood or marriage, with any official or employee of the City of Minot by completing the following:

If the Bidder is an individual:

\_\_\_\_\_ I am not related by blood or marriage to any official or employee of the City of Minot

\_\_\_\_\_ I am related by blood or marriage to the following official(s) or employee(s) of the City of Minot

Name and Title of City Official or Employee: \_\_\_\_\_

Relationship: \_\_\_\_\_

If the Bidder is NOT an individual:

  X   The officers of the company submitting this Bid or proposal are not related by blood or marriage to any official or employee of the City of Minot

\_\_\_\_\_ The officers of the company submitting this Bid are related by blood or marriage to the following official(s) or employee(s) of the City of Minot

Name and Title of Officer: \_\_\_\_\_

Employee and Title of City Official or Employee: \_\_\_\_\_

Relationship: \_\_\_\_\_



ATTACHMENT C  
NON-COLLUSION STATEMENT

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP, OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS, OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

CONTRACTOR Mattson Construction

ADDRESS 4321 Burdick Expressway East


PHONE (701) 852-3293

FAX N/A

BIDDER (SIGNATURE) 

BIDDER (PRINTED NAME) Tim Ahmann

POSITION WITH COMPANY Senior Estimator

SIGNATURE OF COMPANY OFFICIAL  
AUTHORIZING THIS BID 

COMPANY OFFICIAL (PRINTED NAME) Terry Mattson

OFFICAL POSITION VP



**ATTACHMENT D  
CONTRACTOR CERTIFICATION OF  
NON-SEGREGATED FACILITIES**

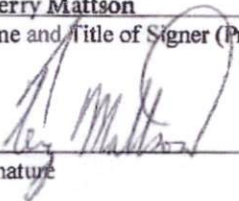
Mattson Construction  
Name of Contractor

Broadway Circle 20204441  
Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract
- (b) A written Section 3 Plan was prepared and submitted as part of the Bid proceedings
- (c) Tables A and B of Section 3 will be prepared and submitted upon receipt of the Award of Contract
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964

Terry Mattson  
Name and Title of Signer (Print or Type)

  
Signature

4/19/27  
Date



ATTACHMENT E  
CONTRACTOR'S HUD SECTION 3 PLAN

City of Minot

(Required if contract exceeds \$200,000)

**Section 3 Plan Format**

Mattson Construction agrees to implement the following specific affirmative  
(Name of Contractor)  
action steps directed at increasing the utilization of lower income residents and businesses within the City of  
Minot, North Dakota.

- A. To ascertain from the locality's CDBG-DR program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing this Affirmative Action Plan.
- B. To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, placing notices with the Minot Housing Authority, and community organizations and public or private institutions operating within or servicing the project area.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible, and if a vacancy exists.
- D. To insert this Section 3 Plan in all subcontractor documents, and to require all subcontractors to submit a Section 3 Plan, including utilization goals and the specific steps planned to accomplish these goals.
- E. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- F. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- G. To maintain records, including copies of correspondence, memoranda, etc. which document that all of the above affirmative action steps have been taken. Loans, grants, contracts, and subsidies for less than \$200,000 will be exempt.
- H. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- I. To list on Table A information related to subcontracts to be awarded.
- J. To list on Table B total hours worked by all employees, total hours worked by Section 3 employees and total hours worked by targeted Section 3 employees.

# City of Minot

As officers and representatives of Mattson Construction  
(Name of Contractor)

We, the undersigned, have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

Signature: 

Title: VP

Date: 4/15/22

Signature: 

Title: Senior Estimator

Date: 4/14/22

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## ATTACHMENT F EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

**Equal Employment  
Opportunity Certification**  
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commission

Department of Veterans Affairs  
OMB Control No. 2507-0129  
Issued 7/31/2008

The applicant hereby agrees that it will incorporate its clause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

Provided: That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed.

Firm Name and Address

**Mattson Construction**  
4321 E. Burdick Expy  
Minot, ND 58701

By

**Terry Mattson**

Title

**VP**

Form HUD-92010 (3/2008)  
VA Form 35-421

upon contractors and subcontractors to the administering agency or the Secretary of Labor pursuant to Part 15. Subject to the executive order, in addition the applicant agrees that it and its affiliates is comply with these understandings: the administering agency may take any or all of the following action: cancel, terminate, or suspend in whole or in part this grant or contract loan insurance guarantee or refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

#### Excerpt from HUD Regulations

##### 201.410 Definition of term "applicant"

- (a) In multifamily housing transactions where control over the mortgage are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagee.
- (b) In transactions other than those specified in paragraph (a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagee or other borrower.

##### 201.420 Equal Opportunity Clause to be included in contracts and subcontracts

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:
 

During the performance of this contract, the contractor agrees as follows:

  - (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.
  - (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
  - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
  - (4) The contractor will comply with all provisions of Executive Order 10925 of March 6, 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations and orders of the said Committee or pursuant thereto, and will permit access to his books, records, and accounts by all and the Committee for purposes of investigation to ascertain compliance with such regulations and orders.

(c) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedure authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations or order of the President's Committee on Equal Employment Opportunity or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

##### 201.425 Modification in and exemptions from the regulations in this subpart

- (a) The following transactions and contracts are exempt from the regulations in this subpart:
  - (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.
  - (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material.
  - (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable.
  - (4) Contracts for the sale of Government property where no appreciable amount of work is involved, and
  - (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.



**ATTACHMENT G**  
**CONTRACTOR'S AND SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR**  
**STANDARDS AND PREVAILING WAGE REQUIREMENTS**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**CONTRACTOR'S AND SUBCONTRACTOR'S CERTIFICATION**  
**CONCERNING LABOR STANDARDS & PREVAILING WAGE REQUIREMENTS**

TO (APPROPRIATE RECIPIENT)	DATE
C/O <b>Mattson Construction</b>	<b>20204441</b>
<b>4321 E. Burdick Expressway</b>	PROJECT NUMBER (IF ANY)
<b>Minot, ND 58701</b>	<b>Broadway Circle</b>
	PROJECT NAME

1. The undersigned, having executed a contract with \_\_\_\_\_  
(CONTRACTOR or SUBCONTRACTOR)  
for \_\_\_\_\_  
(NATURE OF WORK)  
in the amount of \$ \_\_\_\_\_ in the construction of the above-identified project, certifies that:
- The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract.
  - Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.8(b) of the regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 275a-2(a)).
  - No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any Lower tier subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the Lower tier subcontractor, in duplicate.
- The workmen will report for duty on or about \_\_\_\_\_ (Date)
3. He certifies that:
- The legal name and the business address of the undersigned are:
  - The undersigned is:  
☐ A SINGLE PROPRIETORSHIP    ☒ A CORPORATION ORGANIZED IN THE STATE OF ND  
☐ A PARTNERSHIP    ☐ OTHER ORGANIZATION (DESCRIBED): \_\_\_\_\_
  - THE NAME, TITLE AND ADDRESS OF THE OWNER, PARTNERS OR OFFICERS OF THE UNDERSIGNED ARE:

NAME	TITLE	ADDRESS
------	-------	---------

<b>Terry Mattson</b>	<b>VP</b>	<b>4321 E. Burdick Expy Minot, ND</b>
----------------------	-----------	---------------------------------------

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST
None		

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
None		

Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

WARNING

U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER . . . MAKES, PASSES, UTTERS OR PUBLISHES ANY STATEMENT, KNOWING THE SAME TO BE FALSE . . . SHALL BE FINED NOT MORE THAN \$5,000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

COVID-19 FORM

I certify that I have read and understood all requirements related to COVID-19 found on <https://ndresponse.gov/covid-19-resources/covid-19-business-and-employer-resources/nd-smart-restart/nd-smart-restart-protocols/large-gatherings> and will be responsible for my employees and my subcontractors to follow said requirements and any future COVID-19 related requirements that the State of North Dakota may enforce.

Official Address:	<u>Mattson Construction</u>	firm name
<u>4321 East Burdick Expressway</u>	<u>Terry Mattson</u>	signed by
<u>Minot, North Dakota 58701</u>	<u>VP</u>	title



**NORTH DAKOTA**  
DEPARTMENT of HEALTH

ENVIRONMENTAL HEALTH SECTION  
Gold Seal Center, 918 E. Divide Ave.  
Bismarck, ND 58501-1947  
701.328.5200 (fax)  
www.ndhealth.gov



**SOLID WASTE TRANSPORTER PERMIT**  
**PERMIT NUMBER WH-2108**

**PERMITTEE: Mattson Construction Co.**

Pursuant to Chapter 23-29 (Solid Waste Management Act) and Chapter 23-20.3 (Hazardous Waste Management Act) of the North Dakota Century Code (NDCC) and Article 33-20 (Solid Waste Management Rules) and Article 33-24 (Hazardous Waste Management Rules) of the North Dakota Administrative Code (NDAC) a permit is hereby issued by the North Dakota Department of Health to **Mattson Construction Co.** (hereinafter called the Permittee) to transport solid wastes.

The Permittee must comply with all the terms and conditions of this permit. This permit consists of the conditions contained in Modules I and II and applicable rules contained in Articles 33-20 and 33-24 NDAC.

This permit is based on the premise that the information submitted in the permit application dated **March 3, 2017** and subsequent revisions are accurate and that the transportation vehicles and units are in good condition and will be operated as specified in the application, as part of the permit. Any inaccuracies or misrepresentations found in the application may be grounds for the termination or modification of this permit, in accordance with Section 33-20-02.1-06 or Sections 33-24-06-12 through 33-24-06-14 NDAC, or both. The Permittee must inform the North Dakota Department of Health of any deviations from/or changes in the information in the application which would affect the Permittee's ability to comply with the applicable rules or permit conditions.

This permit is effective as of **March 10, 2017** and shall remain in effect until **March 10, 2027**, unless revoked and reissued (Section 33-20-02.1-06 and Section 33-24-06-12 NDAC) or terminated (Section 33-24-06-13 NDAC).

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**March 10, 2017**

Curtis L. Erickson, Program Manager  
Hazardous Waste Program  
Division of Waste Management  
North Dakota Department of Health

Environmental Health  
Section Chief's Office  
701.328.5150

Division of  
Air Quality  
701.328.5188

Division of  
Municipal Facilities  
701.328.5211

Division of  
Waste Management  
701.328.5166

Division of  
Water Quality  
701.328.5210

Printed on recycled paper.

**Solid Waste Transporter Permit  
Permit Number WH-1345**

**Permittee: Total Control, Inc.**

The North Dakota Department of Health has issued a solid waste transporter permit to the above-listed Permittee. This document serves as registration of the Permittee's regulated activities.

This permit is effective as of **December 26, 2013**, and shall remain in effect until **December 26, 2023**, unless revoked and reissued (Section 33-20-02.1-06 and Section 33-24-06-12 NDAC) or terminated (Section 33-24-06-13 NDAC).

**Solid Waste Transporter Permit  
Permit Number WH-1345**

**Permittee: Total Control, Inc.**

The North Dakota Department of Health has issued a solid waste transporter permit to the above-listed Permittee. This document serves as registration of the Permittee's regulated activities.

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"General Decision Number: ND20220031 02/25/2022

Superseded General Decision Number: ND20210031

State: North Dakota

Construction Type: Building

County: Ward County in North Dakota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

BOIL0647-006 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 40.94	28.44

BRND0001-004 05/01/2018

	Rates	Fringes
BRICKLAYER.....	\$ 32.38	13.72

ELEC0714-012 08/30/2021

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring).....	\$ 35.70	11.65+10.5%

ENGI0049-006 05/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR: (Roller).....	\$ 33.15	19.70

IRON0512-014 05/03/2021

	Rates	Fringes
IRONWORKER (REINFORCING AND STRUCTURAL).....	\$ 34.30	31.80

LABR0563-003 05/01/2021

	Rates	Fringes
LABORER (Carpenter Tender).....	\$ 24.52	18.17

PLAS0633-001 05/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.88	16.87

PLUM0300-017 05/31/2021

	Rates	Fringes
PLUMBER.....	\$ 35.08	17.65

PLUM0300-020 06/07/2021

	Rates	Fringes
PIPEFITTER.....	\$ 38.19	17.42

SHEE9010-002 06/03/2019

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 30.65	17.60

SLND2012-020 08/18/2014

	Rates	Fringes
CARPENTER.....	\$ 23.66	7.35
FORM WORKER.....	\$ 16.38	6.24
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 17.39	2.10
LABORER: Common or General.....	\$ 18.24	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 23.03	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 21.51	0.00
OPERATOR: Crane.....	\$ 27.00	15.65
OPERATOR: Forklift.....	\$ 26.40	13.58
OPERATOR: Loader.....	\$ 21.00	12.45
PAINTER (Brush and Roller).....	\$ 18.18	0.00
TRUCK DRIVER: Dump Truck.....	\$ 20.95	0.00

-----  
WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

# *State of North Dakota*

## SECRETARY OF STATE



### CONTRACTOR LICENSE

NO: 68

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **MATTSON CONSTRUCTION CO.** whose address is in MINOT, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

**MATTSON CONSTRUCTION CO.** is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 19, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger  
Secretary of State

# CNA SURETY

## Bid Bond

Bond No. \_\_\_\_\_

### CONTRACTOR:

(Name, legal status and address)

Mattson Construction Company  
4321 Burdick Expressway E  
Minot, North Dakota 58701

### SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

333 S. Wabash Avenue  
41st Floor  
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Project BEE  
400 E Central Avenue  
Suite 302  
Minot, North Dakota 58701

**BOND AMOUNT:** Five Percent (5%) of Amount of Bid \_\_\_\_\_

### PROJECT:

(Name, location or address, and Project number, if any)


Broadway Circle Project BEE  
Minot, North Dakota

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of April, 2022

  
(Witness)

Mattson Construction Company

(Principal)

(Seal)

(Title) Terry Mattson, Vice President

Western Surety Company

(Surety)

(Seal)

(Title) Tausha Schmeltz, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

# CNA SURETY

## Bid Bond

Bond No. \_\_\_\_\_

### CONTRACTOR:

(Name, legal status and address)

Mattson Construction Company  
4321 Burdick Expressway E  
Minot, North Dakota 58701

### SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place  
of business)

333 S. Wabash Avenue  
41st Floor  
Chicago, IL 60604

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

### OWNER:

(Name, legal status and address)

Project BEE  
400 E Central Avenue  
Suite 302  
Minot, North Dakota 58701

**BOND AMOUNT:** Five Percent (5%) of Amount of Bid \_\_\_\_\_

### PROJECT:

(Name, location or address, and Project number, if any)

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Minot, North Dakota

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Signed and sealed this 7th day of April, 2022

(Witness)

(Witness)

Mattson Construction Company

(Principal)

(Seal)

(Title) Terry Mattson, Vice President

Western Surety Company

(Surety)

(Seal)

(Title) Tausha Schmaltz, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

# Bid Bond

# Instructions

## GENERAL INFORMATION

**Purpose.** AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

**Related Documents.** A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™—1997, Instructions to Bidders; and AIA Document G612™—2001, Owner's Instructions to Architect.

**Use of Non-AIA Forms.** AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

## USING A310—2010

**Modifications.** Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

**Identification of the Parties.** The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

**Bond Amount.** The dollar amount of the bond should be provided in both written and numerical form.

**Project Description.** The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

**Execution of the Bond.** The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

ACKNOWLEDGMENT OF PRINCIPAL (INDIVIDUAL)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

\_\_\_\_\_  
(Notary Public)

ACKNOWLEDGMENT OF PRINCIPAL (PARTNERSHIP)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

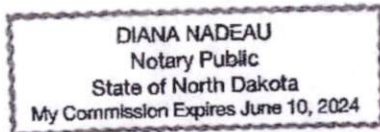
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same as and for the act and deed of the said co-partnership.

\_\_\_\_\_  
(Notary Public)

ACKNOWLEDGMENT OF PRINCIPAL (CORPORATION)

STATE OF North Dakota  
COUNTY OF Ward

On this 7<sup>th</sup> day of April, in the year 2022, before me personally appeared Terry Mattson, known to me to be the Vice President of Mattson Construction Company, the corporation described in and which executed the foregoing instrument, and acknowledged to me that such corporation executed the same.



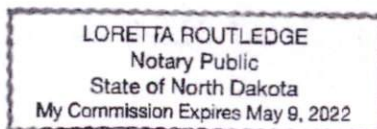
Diana Nadeau

\_\_\_\_\_  
(Notary Public)

ACKNOWLEDGMENT OF SURETY (ATTORNEY-IN-FACT)

STATE OF North Dakota  
COUNTY OF Ward

On this 7<sup>th</sup> day of April in the year 2022, before me personally appeared Tausha Schmaltz, known to me to be the Attorney-in-Fact of Western Surety Company, the company described in and which executed the foregoing instrument; and acknowledged to me that she signed said instrument as Attorney-in-Fact of the said company and subscribed the name of Western Surety Company, thereof as surety, and her own name as Attorney-in-Fact.



Loretta Routledge

\_\_\_\_\_  
(Notary Public)

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Loretta F Routledge, Douglas J Rued, Diane J Peterson, Kristi A Bertsch, Michael D Humphreys, Marilyn D Turner, Karla Henson, Tausha Schmaltz, Cynthia Fernandez, Individually**

of Minot, ND, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of March, 2022.



WESTERN SURETY COMPANY

*Paul T. Brufat*

Paul T. Brufat, Vice President

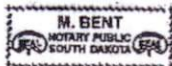
State of South Dakota }  
County of Minnehaha }

ss

On this 9th day of March, 2022, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of April, 2022.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

# CNA SURETY

## Performance Bond

Bond No. 30107208

### CONTRACTOR:

(Name, legal status and address)

Mattson Construction Company  
4321 Burdick Expressway E  
Minot, North Dakota 58701

### SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

333 S. Wabash Avenue  
41st Floor  
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### OWNER:

(Name, legal status and address)

Project BEE  
400 E. Central Ave., Ste 302  
Minot, North Dakota 58701

### CONSTRUCTION CONTRACT

Date: April 26, 2022

Amount: Seven Million, Five Hundred Forty Thousand Dollars & Zero Cents  
\$7,540,000.00

#### Description:

(Name and location)

Broadway Circle Project BEE  
1901 S. Broadway  
Minot, North Dakota 58701

### BOND

Date: April 27, 2022

(Not earlier than Construction Contract Date)

Amount: Seven Million, Five Hundred Forty Thousand Dollars & Zero Cents  
\$7,540,000.00

Modifications to this Bond: ☒ None

☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company:

Mattson Construction Company


(Corporate Seal)

### SURETY

Company:

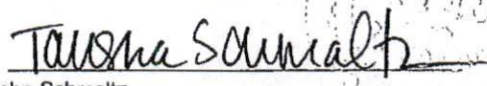
Western Surety Company: South Dakota Corporation

(Corporate Seal)

Signature: 

Name Terry Mattson  
and Title: Vice President

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: 

Name Tausha Schmalz  
and Title: Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

First Western Insurance  
2105 16th St NW  
Minot, ND 58703  
701-852-5246

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Elizabeth Larsen  
400 E. Central Ave., Ste 302  
Minot, ND 58701  
701-838-1812

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

Address

Signature: \_\_\_\_\_

Name and Title:

Address

---

*Printed in cooperation with the American Institute of Architects (AIA).*

*The language in this document conforms to the language used in AIA Document A312 - Performance Bond - 2010 Edition.*

# CNA SURETY

## Payment Bond

Bond No. 30107208

### CONTRACTOR:

(Name, legal status and address)

Mattson Construction Company  
4321 Burdick Expressway E  
Minot, North Dakota 58701

### SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

333 S. Wabash Avenue  
41st Floor  
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### OWNER:

(Name, legal status and address)

Project BEE  
400 E. Central Ave., Ste 302  
Minot, North Dakota 58701

### CONSTRUCTION CONTRACT

Date: April 26, 2022

Amount: Seven Million, Five Hundred Forty Thousand Dollars & Zero Cents  
\$7,540,000.00

Description:

(Name and location)

Broadway Circle Project BEE  
1901 S. Broadway  
Minot, North Dakota 58701

### BOND

Date: April 27, 2022

(Not earlier than Construction Contract Date)

Amount: Seven Million, Five Hundred Forty Thousand Dollars & Zero Cents  
\$7,540,000.00

Modifications to this Bond: ☒ None


☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company:

Mattson Construction Company

(Corporate Seal)

Signature: 

Name Terry Mattson

and Title: Vice President

(Any additional signatures appear on the last page of this Payment Bond.)

### SURETY

Company:

Western Surety Company: South Dakota Corporation

(Corporate Seal)

Signature: 

Name Tausha Schmalz

and Title: Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

First Western Insurance  
2105 16th St NW  
Minot, ND 58703  
701-852-5246

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Elizabeth Larsen  
400 E. Central Ave., Ste 302  
Minot, ND 58701  
701-838-1812

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

Address

Signature: \_\_\_\_\_

Name and Title:

Address

ACKNOWLEDGMENT OF PRINCIPAL (INDIVIDUAL)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

\_\_\_\_\_  
(Notary Public)

ACKNOWLEDGMENT OF PRINCIPAL (PARTNERSHIP)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

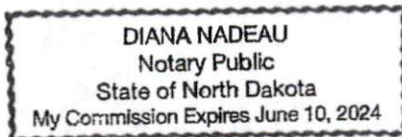
On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same as and for the act and deed of the said co-partnership.

\_\_\_\_\_  
(Notary Public)

ACKNOWLEDGMENT OF PRINCIPAL (CORPORATION)

STATE OF North Dakota  
COUNTY OF Ward

On this 27<sup>th</sup> day of April, in the year 2022, before me personally appeared Terry Mattson, known to me to be the Vice President of Mattson Construction Company, the corporation described in and which executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

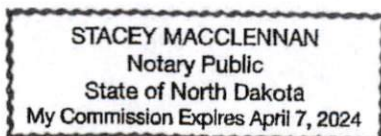


Diana Nadeau  
(Notary Public)

ACKNOWLEDGMENT OF SURETY (ATTORNEY-IN-FACT)

STATE OF North Dakota  
COUNTY OF Ward

On this 27<sup>th</sup> day of April in the year 2022, before me personally appeared Tausha Schmaltz, known to me to be the Attorney-in-Fact of Western Surety Company, the company described in and which executed the foregoing instrument; and acknowledged to me that she signed said instrument as Attorney-in-Fact of the said company and subscribed the name of Western Surety Company, thereof as surety, and her own name as Attorney-in-Fact.



Smacclenan  
(Notary Public)

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Loretta F Routledge, Douglas J Rued, Diane J Peterson, Kristi A Bertsch, Michael D Humphreys, Marilyn D Turner, Karla Henson, Tausha Schmaltz, Cynthia Fernandez, Individually**

of Minot, ND, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of March, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

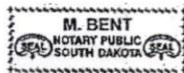
State of South Dakota  
County of Minnehaha

} ss

On this 9th day of March, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of April, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Western Insurance P.O. Box 320  Minot ND 58702-0320	CONTACT NAME: Marilyn Turner PHONE (A/C, No, Ext): (701) 852-5246 FAX (A/C, No): (701) 420-7301 E-MAIL ADDRESS: marilyn.turner@firstwestern.insurance
INSURED  MATTSON CONSTRUCTION COMPANY 4321 Burdick Expy E  Minot ND 58701-5503	INSURER(S) AFFORDING COVERAGE INSURER A: EMCASCO Insurance Company NAIC # 21407 INSURER B: Employers Mutual Casualty Company 21415 INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: CL21122004751

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WORKSITE POLLUTION GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6D15010	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WKSTE POLLUTION \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6E15010	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6J15010	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6D15010 / ND STOP GAP	01/01/2022	01/01/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> EMPLOYERS LIAB E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Broadway Circle Project BEE

Additional Insured (Primary and Noncontributory on the General Liability including ongoing and completed operations) and Waiver of Subrogation are in favor of Project BEE (Owner) and Engineers-Architects, PC (EAPC) (Architect) - as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

PROJECT BEE 400 E CENTRAL AVENUE SUITE 302  MINOT ND 58701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Marilyn D. Turner
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STATE OF NORTH DAKOTA  
OFFICE OF STATE TAX COMMISSIONER  
RYAN RAUSCHENBERGER, COMMISSIONER

October 29, 2021

Ref: L0569151616

Acct: 0300101-CCT-006

MATTSON CONSTRUCTION CO  
4321 BURDICK EXPY E  
MINOT ND 58701-5503

(083) 

**North Dakota Contractor's Tax Clearance – Expires December 31, 2022.**

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

***This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.***

Stephen Horgan  
Supervisor, Tax Registration

***Please Note: If You Are No Longer Doing Business In North Dakota***, indicate in the space below the date you ceased operations in this state, sign and date, ***make a copy for your records***, and return this document to our office.

Date Operations Ceased  
In North Dakota

Signature

Date



North Dakota Workforce  
Safety & Insurance

Bryan Klipfel  
Director

Diana Nadeau  
Mattson Construction Co  
4321 E Burdick Expy  
Minot ND 58701-5503

February 15, 2022

**Account  
Information**

Employer account number: 41806  
Issue date: 02/14/2022  
Expiration date: 03/16/2023

### Certificate of Payment

**Reason  
For Notice**

Workforce Safety & Insurance (WSI) certifies Mattson Construction Co has North Dakota workers' compensation coverage from 01/01/2022 to 12/31/2022. Employees of Mattson Construction Co are entitled to apply for WSI benefits.

**Required Action**

Employers must post this Certificate of Payment in a conspicuous manner at the workplace. A penalty of \$250 may apply for failure to comply with this requirement. See North Dakota Century Code § 65-04-04.

**Additional  
Information**

Coverage under this certificate extends to employers for their North Dakota exposure. Limited coverage may be extended for temporary and/or incidental exposure outside of North Dakota.

WSI may revoke the Certificate of Payment for failure to make required premium payments.

**For More  
Information**

Contact customer service at 800-777-5033 or 701-328-3800 with questions.

Class	Classification Description
5410F 5410X 8747 8805	Bldg Const-Inclu Concrete Work Officer/Owner or Family Member Coverage Professional/Business Reps Clerical Office Employees

Sincerely,

Barry Schumacher  
Chief of Employer Services

PL5