

**North Dakota Department of Water Resources
Request for Qualifications
Engineering Services for Low-Head Dam Mitigation Initiative
(Operation Safe Flow)
December 2025**

Purpose

The North Dakota Department of Water Resources (DWR) is soliciting submission of qualifications from engineering firms desiring to provide professional services to the DWR for completing preliminary designs and preconstruction services for a new DWR low-head dam mitigation initiative called Operation Safe Flow (Project).

The objective of the Project is to develop alternatives for mitigation of the life safety hazards associated with low-head dams, ultimately resulting in improved public safety and enhanced outdoor recreation. This Project will include the completion of preliminary design and preconstruction services related to mitigating the hazards at six low-head dams within the State of North Dakota.

The six low-head dams are as follows:

1. Arvilla Dam
 - a. Section 36, Township 152 North, Range 54 West, Grand Forks County
2. Fort Ransom Dam
 - a. Section 11, Township 135 North, Range 58 West, Ransom County
3. Grafton Railroad Dam
 - a. Section 13, Township 157 North, Range 53 West, Walsh County
4. Grafton Water Supply Dam
 - a. Section 13, Township 157 North, Range 53 West, Walsh County
5. Minto Dam
 - a. Section 31, Township 156 North, Range 52 West, Walsh County
6. Soldiers Home Dam
 - a. Section 11, Township 134 North, Range 56 West, Ransom County

Hazard mitigation strategies analysis for the dams must be focused on least-cost alternatives that mitigate the potential for hydraulic roller effects associated with the six targeted low-heads dams. The alternatives that should and shouldn't be considered as design options for each dam are noted below:

1. Arvilla Dam
 - a. Partial or full dam removal.
 - b. Construction of rock ramp, rock wedge, or step-pool.
2. Fort Ransom Dam
 - a. Full dam removal.
 - b. Construction of rock ramp, rock wedge, or step-pool need not be considered.
3. Grafton Railroad Dam
 - a. Construction of rock ramp, rock wedge, or step-pool.
 - b. Removal need not be considered.
4. Grafton Water Supply Dam
 - a. Full dam removal.
 - b. Construction of rock ramp, rock wedge, or step-pool need not be considered.
5. Minto Dam
 - a. Partial or full dam removal.
 - b. Construction of rock ramp, rock wedge, or step-pool.
6. Soldiers Home Dam
 - a. Construction of rock ramp, rock wedge, or step-pool.
 - b. Removal need not be considered.

Additional low-cost hazard mitigation strategies that directly improve the public safety at the dam may also be included.

Scope of Services

The scope of services includes the following:

- Project Management and Coordination
 - Participate in meetings as required by the DWR.
 - Coordinate and participate in meetings with applicable stakeholders.
 - Prepare Project schedules and deadlines.
- Site Evaluation and Data Collection
 - Conduct field visits and site assessments to evaluate conditions of the site and dam and dam-related public safety hazards.
 - Collect necessary data to complete the preliminary design and preconstruction services.

- Alternative Development
 - Develop mitigation alternatives for each dam.
 - Perform feasibility study for each alternative.
 - Develop opinion of probable construction costs (OPCC) for the mitigation alternatives.
 - Provide recommendations for mitigation of the roller effect at each dam based on feasibility and cost.
 - Document permits required for pursuing the recommended mitigation alternative for each dam.

- Final Deliverables
 - Preliminary Design Report
 - Complete preliminary design reports documenting the alternative analysis, applicable local, state, and federal permitting requirements, and OPCC for the recommended mitigation alternatives.
 - Preconstruction Services
 - Provide 30% preconstruction design drawings for the recommended mitigation alternative for each dam site.
 - Provide specifications required for the recommended mitigation alternatives for each dam site.

Minimum Qualifications

Prospective firms must possess the following minimum qualifications:

- Demonstrated expertise and experience in the design of riverine structures, dam removal, and riparian restoration.
- Demonstrated expertise and experience in hydrologic and hydraulic analyses and modeling.
- Demonstrated expertise and experience with field surveying and conventional or LiDAR topographic mapping techniques.
- Proven ability to manage multiple concurrent projects, with diverse requirements and locations.
- As required by North Dakota Century Code (N.D.C.C.) § 43-19.1-01, project managers responsible for completion of engineering work must have valid Professional Engineer licensure in the State of ND. The project team must also include a Professional Land Surveyor registered in the State of ND if surveying work is involved.

- Prospective firms must assemble a highly qualified professional team with appropriate backgrounds and experience to conduct the required work and produce professional products on time and within budget.

Contract Funding

Payment for the contract is subject to funding appropriation by the State Water Commission.

Contract Schedule

The selected firm for this contract is expected to complete the Project within 9-months from the contract award date. Prospective applicants are encouraged to reach out to the DWR regarding any feedback on the Contract Schedule.

Selection Process and Interviews

The selection process will be conducted in accordance with North Dakota Century Code § 54-44.7-03. All complete submittals will be reviewed and evaluated by a selection committee comprised of DWR personnel. Evaluation will be made based on qualifications, experience, and other criteria as described in this RFQ.

Based on the selection committee's rating of responding firms, the top-ranked firms will be required to complete an interview process. This interview will be held by the DWR at a location designated by the DWR. If the applicant desires to conduct any portion of the interview via web conference, the DWR must be notified in advance, and arrangements must be agreed upon by the DWR. Any costs associated with the interview are the responsibility of the applicants.

Additional contracts may be awarded to the selected firm, or qualified firms not initially selected, based on DWR needs or the availability of funds.

If a contract cannot be negotiated between the DWR and the top ranked firm, the DWR will negotiate with the next qualified applicant.

Submittals

Submittals should emphasize general qualifications, experience, and expertise related to riverine structures and restoration.

Submittals must include a cover letter (limited to two pages) from the prime applicant expressing interest in the project and stating potential conflicts of interest, if any, regarding the subject work.

Applicants must organize their written submittal into a single, bound document (one-volume, 8.5” x 11”) and must respond, sequentially, to the evaluation criteria listed in a manner that is clear and concise for review and evaluation by the selection committee. Divider pages or tabs must be provided to indicate the sections of the proposal that pertain to the individual evaluation criteria.

Submittals should include a budgetary cost estimate from the applicant for completing the project and also include the fee structure that DWR would be agreeing to if the contract is awarded. DWR reserves the right to increase the project scope to include additional dams or work, and submittals should address the proposed fee structure for additional work.

Firms may assemble teams that include qualified subconsultants, as necessary, for one or more of the required project tasks. Submittals must identify the firm that will serve as the prime consultant and whom on the team will be responsible for managing its project team members, including all subconsultants. Joint ventures will be permitted; however, the prime consultant will be responsible for all coordination between project team members and subconsultants.

All firms providing submittals are required to review, understand, and confirm willingness to sign the standard “Contract for Engineering Services” (including the indemnification and insurance clauses) enclosed with this RFQ. Submittals will not be evaluated without the signed “Willingness to Sign Standard Contract Documents” form guaranteeing that the standard contract document has been read, understood, and will be signed if offered work for this project.

Evaluation

The Selection Committee will evaluate submittals based on the following information to be provided:

- The signed form confirming willingness to sign standard contract documents.
- A description of previous relevant projects (limit to 5), including completion date and contact information for each client.
- A description of the firm’s understanding of low-head dams, their hazards, and mitigation strategies.
- A listing of the proposed project team with a detailed organizational chart, along with the general firm qualifications and qualifications of individual team members, including subconsultants. Clearly define roles for each team member.

- A description of the specific qualifications and strengths of the firm, demonstrating experience and expertise related to the Project.
- A description of the proposed project management approach, including sub-consultant roles and responsibilities, and interaction with the DWR. Identify the team expert who will take a lead role.
- Budgetary cost estimate to the agency for completing the Project.
- Indication of the firm's willingness and ability to work flexibly with DWR staff, along with the firm's ability to commit appropriate staffing and resources, including tasks by sub-consultants for successful and timely project completion. A discussion of internal quality assurance and quality control (QA/QC) measures, and a table or chart indicating current and projected workload and staffing availability, including sub-consultants, for a twelve-month period.
- Information regarding the firm's office location and accessibility to the DWR in Bismarck.
- A description of recent, current, and projected workloads of the persons or firms.
- A listing of recent and current work for the DWR.
- The overall quality and completeness of the submittal.

Right of Rejection

The DWR reserves the right to reject any submittals that do not comply with the RFQ criteria and requirements.

Disclosure of Submittal

Upon receipt by the DWR, submittals will be subject to North Dakota's open records laws and may be open to inspection by interested parties. Any information believed to be a trade secret or proprietary information should be clearly identified in the proposal. If this information is recognized as proprietary and protected by law, it may be exempt from disclosure.

Submittal Due Date and Requirements

Submittals from qualified consultants will be accepted until **4:00 pm CST on Thursday, January 8, 2026**. Submit five hard copies and an electronic version of the submittal. Submittals if mailed, should be addressed to:

Joe Morrissette, Design & Construction Section Manager
North Dakota Department of Water Resources
1200 Memorial Highway
Bismarck, North Dakota 58504
Telephone (701) 328-4950
e-mail: joemorrissette@nd.gov

Please Note: Contact Joe Morrissette by phone at (701) 328-4950 to hand deliver your submittal.

It is the responsibility of the participating firm to ensure delivery of its submittal. Submittals must be in the possession of DWR personnel by the submittal due date. Late submittals will NOT be evaluated.

Contract for Engineering Services

1. **PARTIES.** The parties to this contract are the State of North Dakota (State), by and through the Department of Water Resources (Department), and _____ (Engineer).

2. **BACKGROUND.** The Department solicited submissions of qualifications from engineering firms to complete the preliminary design and preconstruction services for a Low-Head Dam Mitigation Initiative (Project). A selection committee was formed in accordance with N.D.C.C. § 54-44.7-03, and the Engineer was selected as part of that process. The objective of the Project is to develop alternatives for mitigation of the life safety hazards associated with low-head dams, ultimately resulting in improved public safety and enhanced outdoor recreation. This Project will include the completion of preliminary design and preconstruction services related to mitigating the hazards at six low-head dams within the State of North Dakota.

The six low-head dams are as follows:

- a. Arvilla Dam
Located on the Turtle River within Section 36, Township 152 North, Range 54 West, Grand Forks County.
- b. Fort Ransom Dam
Located on the Sheyenne River within Section 11, Township 135 North, Range 58 West, Ransom County.
- c. Grafton Railroad Dam
Located on the Park River within Section 13, Township 157 North, Range 53 West, Walsh County.
- d. Grafton Water Supply Dam
Located on the Park River within Section 13, Township 157 North, Range 53 West, Walsh County.
- e. Minto Dam
Located on the Forest River within Section 31, Township 156 North, Range 52 West, Walsh County.
- f. Soldiers Home Dam
Located on the Sheyenne River within Section 11, Township 134 North, Range 56 West, Ransom County.

3. SCOPE OF WORK. Engineer, in exchange for the compensation paid by Department under this contract, must:

- a. Provide Project Management and Coordination
 - 1) Participate in meetings as required by the DWR.
 - 2) Coordinate and participate in meetings with applicable stakeholders.
 - 3) Prepare Project schedules and deadlines.

- b. Site Evaluation and Data Collection
 - 1) Conduct field visits and site assessments to evaluate conditions of the site and dam and dam-related public safety hazards.
 - 2) Collect necessary data to complete the preliminary design and preconstruction services.

- c. Alternative Development
 - 1) Develop mitigation alternatives for each dam.
 - 2) Perform feasibility studies for each alternative.
 - 3) Develop opinion of probable construction costs for each mitigation alternative.
 - 4) Provide recommendations for mitigation of the roller effect at each dam based on feasibility and cost.
 - 5) Document permits required for pursuing the recommended mitigation alternative for each dam.

- d. Final Deliverables
 - 1) Complete preliminary design reports documenting the alternative analysis, applicable local, state, and federal permitting requirements, and opinion of probable construction costs (OPCC) for the recommended mitigation alternative.
 - 2) Provide 30% preconstruction design drawings for the recommended mitigation alternatives for each dam site.
 - 3) Provide specification required for the recommended mitigation alternative for each dam site.

4. TERM OF CONTRACT. This contract begins upon signature of both parties and ends by _____ (9-month contract).

5. COMPENSATION. _____

6. TERMINATION.

- a. Department may terminate this contract effective upon delivery of written or electronic notice to Engineer, or a later date as may be stated in the notice, under any of the following conditions:
 - 1) If Department determines an emergency exists.
 - 2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds agreed upon for the services or supplies in the indicated quantities or term. The parties may modify the contract to accommodate a reduction in funds.
 - 3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - 4) If any license, permit, or certificate required by law, rule, or this contract is denied, revoked, suspended, or not renewed.
 - 5) If Department determines that continuing the contract is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.
- b. Any termination of this contract is without prejudice to any obligations or liabilities of either party already accrued before termination.
- c. Department by written notice of default (including breach of contract) to Engineer may terminate the whole or any part of this contract:
 - 1) If Engineer fails to provide services required by this contract within the time specified or any extension agreed to by Department; or
 - 2) If Engineer fails to perform any of the other provisions of this contract or so fails to pursue the work as to endanger performance of this contract, and after receipt of written notice from Department, fails to correct failures within 10 days or a longer period as Department authorizes.
- d. The rights and remedies of any party provided in this contract are not exclusive.
- e. The obligations recited in this section will survive the expiration or termination of this contract.

7. **FORCE MAJEURE.** Neither Party will be held responsible for delay or default caused by fire, riot, terrorism, pandemic (excluding COVID-19), acts of God, or war if the event was not foreseeable through the exercise of reasonable diligence by the affected Party, the event is beyond the Party's reasonable control, and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default. If Engineer is the affected Party and does not resume performance within 15 days or another period agreed between the Parties, then Department may seek all available remedies, up to and including termination of this contract pursuant to its Termination Section, and Department will be entitled to a pro-rata refund of any amounts paid for which the full value has not been realized, including amounts paid toward software subscriptions, maintenance, or licenses.

8. **WORK PRODUCT, EQUIPMENT, AND MATERIALS.** All work product, equipment, or materials created or purchased by Department under this contract belongs to Department and must be delivered to Department at Department's request upon termination of this contract.

9. **WORKS FOR HIRE.** Engineer acknowledges that all work(s) under this contract is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and assigns to Department all rights and interests Engineer may have in the work(s) it prepares under this Contract, including any right to derivative use of the work(s). All software and related materials developed by Engineer in performance of this contract for Department will be the sole property of Department, and Engineer assigns and transfers all its right, title, and interest to Department. Engineer must execute all necessary documents to enable Department to protect its intellectual property rights under this section.

10. **SEVERABILITY.** If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

11. **ATTORNEY FEES AND COSTS.** If a lawsuit is instituted by Department to obtain performance due under this contract and Department is the prevailing party, Engineer must, except when prohibited by N.D.C.C. § 28-26-04, pay Department's reasonable attorney fees and costs recoverable by law in connection with the lawsuit.

12. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTS.** Engineer may not assign, transfer, or delegate any right or duty without Department's express written consent. With Department's consent, Engineer may enter into subcontracts provided that any subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. Engineer is solely responsible for the

performance of any subcontractor. Engineer has no authority to contract for or incur obligations on behalf of Department. The obligations recited in this section must survive the expiration or termination of this contract.

13. NOTICE. All notices or other communications required under this contract must be given by mail or email and are complete on the date mailed when addressed to the parties at the following addresses:

Department of Water Resources _____
1200 Memorial Highway
Bismarck, ND 58504
(manager's email)

Notice provided under this provision does not meet the notice requirements for monetary claims against Department under N.D.C.C. § 32-12.2-04.

14. APPLICABLE LAW AND VENUE. This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

15. SPOILIATION – PRESERVATION OF EVIDENCE. Engineer agrees to promptly notify Department of all potential claims that arise or result from this contract. Engineer must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Department the opportunity to review and inspect the evidence, including the scene of an accident.

16. INDEMNIFICATION.

- a. Except as limited in paragraph 16(b) or for claims arising out of Department's sole negligence, Engineer agrees to defend, indemnify, and hold harmless the State and Department from all liabilities, claims, actions, suits, cases, assertions of right, reasonable settlements, judgments, reasonable alternative dispute resolutions, and costs, expenses, and reasonable attorneys' fees that arise out of and are limited to acts, errors, or omissions of Engineer or the employees, agents, subconsultants, officers, or members of Engineer in the performance of this contract or matters incidental thereto. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. Engineer also agrees to reimburse Department for all costs, expenses, and reasonable attorneys' fees incurred if Department prevails in an action against

Engineer in establishing and litigating the indemnification coverage provided herein. The obligations recited in this section must survive the expiration or termination of this contract.

- b. Whether resolved through a court judgment, alternative dispute resolution, or a negotiated settlement, Engineer's obligation to indemnify Department must be derived by multiplying all liabilities, reasonable settlements, judgments, reasonable alternative dispute resolutions, and costs, expenses, and reasonable attorneys' fees incurred by or assessed against Department by the percentage of fault attributable to Engineer.

17. INSURANCE. Engineer must secure and keep in force during the term of this contract, and Engineer must require all subcontractors before commencement of a contract between Engineer and the subcontractor, to secure and keep in force during the term of the contract the following insurance coverages from insurance companies authorized to do business in North Dakota:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Professional errors and omissions with minimum limits of \$2,000,000 per claim and in the aggregate. Engineer must continuously maintain such coverage during the contract period and for three years thereafter. If there is a cancellation of coverage, Engineer must purchase an extended reporting period to meet the time periods required in this section or procure coverage with a retroactive date that is prior to the date this Agreement was executed.
- c. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- d. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.
- e. If the subcontractor is domiciled outside the State of North Dakota, employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers' compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- f. Any deductible or self-insured retention amount or other similar obligation under the policies is the sole responsibility of Engineer. The amount of any deductible or self-retention is subject to approval by Department.
- g. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by State. The policies must be in form and terms approved by State.
- h. Department will be defended, indemnified, and held harmless by Engineer as set forth in paragraph 16.
- i. Department must be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. Department must have all the benefits, rights, and coverages of an additional insured under these policies that must not be limited to the minimum limits of insurance required by this contract or by the contractual indemnity obligations of Engineer.
- j. The insurance required in this contract, through a policy or endorsement, must include:
 - 1) A "Waiver of Subrogation" waiving any right of recovery the insurance company may have against Department;
 - 2) A provision that Engineer's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by Department and that any insurance, self-insurance, or self-retention maintained by Department must be in excess of Engineer's insurance and must not contribute with it;
 - 3) Cross liability/severability of interest for all policies and endorsements;
 - 4) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary;

- 5) The insolvency or bankruptcy of the insured Engineer must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Engineer from meeting the retention limit under the policy.
- k. Engineer must furnish a certificate of insurance to Department before commencement of this contract. All endorsements must be provided as soon as practicable.
- l. Failure to provide insurance as required throughout the term of this contract is a material breach of contract entitling Department to terminate this contract immediately.
- m. Engineer must provide at least 30 days' notice of any cancellation or material change to the policies or endorsements. During the term of this contract, Engineer must provide renewal certificates 10 days before coverage expiration.

18. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL. Department does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. Department does not waive any right to a jury trial. The obligations recited in this section must survive the expiration or termination of this contract.

19. CONFIDENTIALITY. Engineer agrees not to use or disclose any information it receives from Department under this contract that Department has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by Department. Department agrees not to disclose any information it receives from Engineer that Engineer has previously identified as confidential and that Department determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. The duty of Department and Engineer to maintain confidentiality of information under this section continues beyond the term of this contract. The obligations recited in this section must survive the expiration or termination of this contract.

20. COMPLIANCE WITH PUBLIC RECORDS LAWS. Engineer understands that, except for disclosures prohibited in this contract, Department must disclose to the public upon request any records it receives from Engineer. Engineer further understands that any records obtained or generated by Engineer under this contract, except for records that are confidential under this contract may, under certain circumstances, be open to the public upon request under the North Dakota public records law.

Engineer agrees to contact Department immediately upon receiving a request for information under the public records law and to comply with Department's instructions on how to respond to the request.

21. INDEPENDENT ENTITY. Engineer is an independent entity under this contract and is not a Department employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. Engineer retains sole and absolute discretion in the manner and means of carrying out Engineer's activities and responsibilities under this contract, except to the extent specified in this contract.

22. NONDISCRIMINATION AND COMPLIANCE WITH LAWS. Engineer agrees to comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Engineer agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Engineer must have and keep current at all times during the term of this contract all licenses and permits required by law. The obligations recited in this section must survive the expiration or termination of this contract.

23. STATE AUDIT. All records, regardless of physical form, and the accounting practices and procedures of Engineer relevant to this contract are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors. Engineer must maintain all of these records for at least three years following completion of this contract and be able to provide them at any reasonable time. Department, State Auditor, or Auditor's designee must provide reasonable notice.

24. TAXPAYER ID. Engineer's federal employer ID number is: _____.

25. PAYMENT OF TAXES BY DEPARTMENT. Department is not responsible for and will not pay local, state, or federal taxes. Department's sales tax exemption number is E-2001, and certificates will be furnished upon request.

26. COMPLIANCE WITH FEDERAL PROVISIONS. The following federal provisions bind the parties:

- a. Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*). Title VI prohibits discrimination based on race, color, or national origin in any program or activity receiving federal financial assistance.
- b. If the cost of performing this contract exceeds \$10,000, Engineer must comply with Executive Order 11246, Equal Employment Opportunity.

- c. Compliance with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*).

27. COMPLIANCE WITH STATE PROVISIONS. The following state provisions bind the parties:

- a. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1, Equal Pay for Men and Women.
- b. If the cost of performing this contract equals or exceeds \$100,000 and Engineer has at least ten full-time employees, Engineer must comply with N.D.C.C. § 54-44.4-15, which prohibits boycotting Israel for the duration of this contract.

28. EFFECTIVENESS OF CONTRACT. This contract is not effective until fully executed by both parties.

29. MERGER AND MODIFICATION. This contract constitutes the entire contract between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented, or amended in any manner, except by written contract signed by both parties.

**NORTH DAKOTA DEPARTMENT
OF WATER RESOURCES**

ENGINEER

REICE HAASE
Director

Date: _____

Date: _____

CONFIRMATION OF WILLINGNESS TO SIGN STANDARD CONTRACT DOCUMENTS
FOR LOW-HEAD DAM MITIGATION INITIATIVE ENGINEERING SERVICES

As a representative for my firm, I have read and understand the “Contract for Engineering Services,” including the insurance and indemnification clauses. If my firm is offered the contract to perform the study, my firm is willing to sign these standard contract documents to enter into a contract with the North Dakota Department of Water Resources.

Firm

Authorized Representative Signature

Date