BRAUN INTERTEC
The Science You Build On.

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June 10, 2025 Revised Proposal QTB215045

Ms. Sylvia Miller
City of Dickinson
38 1st Street West
Dickinson, ND 58601

Re: Revised Proposal for a Geotechnical Evaluation
City of Dickinson 2026 Geotechnical Engineering Services for Various Infrastructure and Engineering Improvement Projects
Various Locations
Dickinson, North Dakota

Dear Ms. Miller:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the various infrastructure and engineering improvement projects in Dickinson. We have revised this proposal after receiving feedback from you, and providing you an updated timeline on fieldwork completion and report delivery.

Project Information

We reviewed the April 24, 2025, RFP and the April 30 recording of the Teams call, we understand that the project will include the following tasks:

- Task 1: 202605 – 2026 Street and Utility Project - removal and replacement of approximately 3,200 feet of watermain, with some areas of sanitary and storm sewer repair. Requested scope: Ten soil borings to nominal depths of 10 feet, including pavement coring prior to boring, and thirteen additional pavement cores.

- Task 2: 202601 – 2026 Road Maintenance milling and overlay of pavement at various streets noted in the RFP. Requested scope: Twenty-nine soil borings to nominal depths of 5 feet, including pavement coring prior to boring.

- Task 3: 202105 – 4th St. E, 5th St. E, and 26th Ave E Street and Stormwater - stormwater improvements and asphalt paving over the existing gravel roadway. Requested scope: Two soil borings to nominal depths of 5 feet (no pavement coring at these locations as they are currently gravel surfaced) and three pavement cores.

- Task 4: 202418 – 9th St. W & 5th Ave W Intersection Safety - the reconstruction of approximately 500 feet of roadway. Requested scope: Two soil borings to nominal depths of 10 feet, including pavement coring prior to boring. This project must be performed in accordance with NDDOT standards.

- Task 5: 202506 – 21st St. W – State Ave to 3rd Ave W - the mill and overlay of approximately 3,800 linear feet of pavement along 21st Street West. Requested scope: Five soil borings to nominal depths of 5 feet, including pavement coring prior to boring.

Qualifications

Our work will be managed by Ian Becket, EIT, and reviewed by Wes Dickhut, PE, from our Bismarck office. Wes Dickhut is registered as a professional engineer in North Dakota. We performed geotechnical evaluations for the City of Dickinson in 2024 for various infrastructure and building projects. We have additionally performed several pavement evaluations in nearby cities in Western North Dakota including utility support and backfill recommendations, pavement design recommendations, and incorporation of various pavement improvement options including geogrid.

Our local Dickinson office is seasonally staffed with engineering technicians that can provide support during construction, in addition to several engineering technicians experienced in utility and roadway construction from our Bismarck office. We can provide observations, testing, and consulting support during construction in the event that unexpected conditions are encountered.

As we've discussed with you, since issuance of our original proposal, our drilling backlog has extended into mid-September, 2025. We plan to complete the fieldwork by November 1, 2025, with delivery of reports by December 22, 2025. We do not anticipate any conflicts of interest associated with these projects.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the various projects.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Coordination

We anticipate that the tasks will be completed over several mobilizations from our Bismarck office for the field exploration. We will provide weekly status updates on field work status, completion, and report status. We anticipate attending one progress meeting per month to provide updates on our findings and delivery schedule, and to answer any questions that may assist your consultants in plan and specification preparation.

Site Access
Based on aerial photographs, it appears that the sites are accessible to our truck mounted drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Staking
We will stake the proposed boring locations based on the sketches provided in the RFP using our Trimble Catalyst GPS. This GPS can typically give accuracies of +/- 1 inch. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project or give us contact information for the consultant that might have such information. We anticipate providing coordinates in ND State Plain South and NAVD88 datums.

Utility Clearance
Prior to drilling or excavating, we will contact North Dakota One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies. As the borings are planned in public rights of way, we do not anticipate that private utilities will be a conflict at the locations.

Traffic Control
As requested, we will perform the borings and cores in within the existing drive lanes throughout the sites. We anticipate that the exploration areas will require lane closures along the roadway alignments to alert motorists to our work area for Tasks 4 and 5. We plan to retain 3D Specialties to provide appropriate signages and personnel for lane closures. The traffic control subcontractor will move with us as we perform coring and boring operations throughout the sites. We plan to provide signs and cones for the lower traffic areas in Tasks 1, 2, and 3.

Pavement Coring
We will core pavements at the 62 exploration locations as selected by the City of Dickinson. We will measure the length of each core and provide a photograph for pavement quality review.

Penetration Test Borings
We propose to drill the requested 48 standard penetration test (SPT) borings for the project to nominal depths of 5 or 10 feet. We will perform standard penetration tests at 2 1/2-foot vertical intervals to boring termination.

We will collect bag samples from the auger cuttings of each boring for laboratory testing.

If the borings encounter poor soil conditions, such as soft clays or organic soils to their planned termination depth, we may extend the borings by approximately five feet past their planned depths. The additional information will help evaluate such issues as excavation depth and utility support alternatives.

If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs. As the borings are in existing roadways, we do not plan to leave borings open for an extended period of time to monitor groundwater levels.

Borehole Abandonment

We will backfill our exploration locations immediately after drilling or after final groundwater measurements at each location with auger cuttings.

Upon backfilling exploration locations, we will fill holes in pavements with a temporary patch. We plan to use cold-mix asphalt to patch asphalt pavements and non-shrink grout where concrete pavements are encountered.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests in accordance with the rates described in the RFP.

Table 1. Laboratory Tests

Test Name	AASHTO or ASTM Test Method	Purpose
Moisture content	T-265	Soil classification, moisture condition, and engineering properties
Atterberg limits	T-89 & 90	Soil plasticity, engineering parameters, suitability of soils for reuse
Sieve-hydrometer analysis	T-88	Soil classification using sieves for gravel- and sand-sized fractions and hydrometer for silt- and clay-sized fractions
Standard Proctor	T-99	Determine maximum dry density and optimum moisture content of soil
California Bearing Ratio	ASTM-D1883	Engineering parameter for pavement design
Sulphate & pH	ASTM C1580 and D4972	Evaluate soil corrosivity potential to concrete and to metal conduits

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance. For utility installation, we will consider groundwater and soil conditions on excavation stability. For pavement recommendations, we will evaluate the expected life of the existing pavement section, the benefit of reconstruction, and alternatives to improve pavement life by including geogrid, cement stabilized subgrade, or full depth reclamation.

Report

We will prepare a report for each task including:

- A sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- Photographs of the cores, including core thickness and condition.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement, and compaction of fill.
- Recommendations for the design and construction of utilities and pavements.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Field mobilization – Drilling and Coring will be conducted concurrently. We plan to perform this work through the months of September and October, 2025.
- Field exploration – we anticipate the work will take a total of about 8 days onsite to complete the work.
- Classification and laboratory testing – within about 2 weeks after completion of field exploration.
- Preliminary results – within 1 week after completion of field exploration.
- Draft report submittal – within about 4 weeks after completion of field exploration, all reports will be issued in Draft by December 22, 2025.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal on a time and materials basis for an estimated fee as indicated in Table 2, which includes up to 1 hour of post deliverable consulting time per task. We will not exceed these estimates without prior authorization. We may adjust quantities to effectively manage project resources.

Table 2: Estimated Fees per Task

Task	Estimated Fee
Task 1: 202605 – 2026 Street and Utility Project	$24,456.50
Task 2: 202601 – 2026 Road Maintenance	$42,141.50
Task 3: 202105 – 4th St. E, 5th St. E, and 26th Ave E Street and Stormwater	$10,497.00
Task 4: 202418 – 9th St. W & 5th Ave W Intersection Safety	$15,645.00
Task 5: 202506 – 21st St. W – State Ave to 3rd Ave W	$19,308.00
Total	**$112,048.00**

Additional requests for meetings, consulting or modifications to the report will be billed at the rate of $275 per hour. Our rate sheet associated with our proposed scope of services is attached at the end of this proposal.

Our work will extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period. We intend to invoice each project separately according to the task orders you have provided.

Additional Services
Our fees do not include potential costs due to the need for private utility locating, snow plowing, towing, stand-by time, or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of $400 per hour.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We will perform our work in accordance with the negotiated general conditions between the city of Dickinson and Braun Intertec dated July 9, 2024.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Ian Becket at 612.750.2758 (ibecket@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION

Ian C. Becket, EIT
Staff Engineer

Charles (Wes) Dickhut, PE
Associate Director, Principal Engineer

Attachments:
Wes Dickhut Resume
Unit Rates
General Conditions (11/04/2024)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN INTERTEC

CHARLES W. (WES) DICKHUT, PE

Technical Leader / Principal Engineer

As a principal engineer at Braun Intertec in North Dakota, Mr. Dickhut serves as the technical leader for geotechnical engineering and construction materials testing projects for a variety of institutional, transportation, commercial, utility, industrial, and residential projects. His responsibilities include determining client needs, developing an appropriate scope of services to meet those needs, and managing the project to be completed on time and within budget. Wes also develops solutions and makes recommendations for geotechnical engineering reports, performs research, writes reports, examines soil samples, monitors budgets, and works with engineers, engineering assistants, technicians, and drillers to coordinate their activities. He is an adjunct for the University of Mary Civil Engineering program, and gives guest lectures to local universities on site improvement and slope stabilization alternatives.

EDUCATION

B.S., Geological Engineering,
Colorado School of Mines

M.S., Geologicial Engineering,
University of Idaho

PROFESSIONAL REGISTRATIONS

Professional Engineer:
ND No. PE-9213
MN No. 56467
MT No. 30686
SD No. 11962
WY No. 14979
KS No. 25457
CO No. PE. 0061048

CERTIFICATIONS

Remote Pilot Certificate No. 4452875

PROFESSIONAL AFFILIATIONS

North Dakota Society of Professional Engineers
- Past President, Chapter 3
- Vice President, Statewide

Minnesota Geotechnical Society

American Society of Civil Engineers

PROJECT EXPERIENCE

- *Leland Olds Interim and Permanent Dewatering Facility, Stanton, ND* — Performed geotechnical evaluation for the interim structure in a very quick turnaround time and concluded that the site was suitable for construction since the area had been previously surcharged with stockpiled coal. The permanent facility required site improvement, and we assisted by discussing improvement requirements with qualified contractors.
- *Wastewater Reclamation and Recycling Facility (WRRF), Williston, ND* — Performed the geotechnical evaluation for the proposed WRRF. The facility included structures founded on driven pile foundations, rammed aggregate piers, and conventional foundations.
- *Historic Bridge Replacement, Velva, ND* — Performed subsurface explorations for the existing historic bridge that were re-used after new foundations were constructed. Provided recommendations for driven H-pile foundations that were available for re-use at the local DOT shop. Provided stability evaluation of the proposed spill through slopes and side slopes.
- *Caledonia Bridge Evaluation and Replacement, Trail County, ND* — Performed slope stability monitoring of an abutment exhibiting distress. Provided recommendations for mitigation, design, and construction of the new bridge, as well as road alignment that avoided potential slope stability problems. Construction plans included surcharge placement to reduce the effect of settlement on one of the new abutments.
- *County Bridge Replacements, MT and ND* — Performed geotechnical evaluations and provided design and construction recommendations for bridge replacement projects for counties in Montana and North Dakota.

**While employed by another firm.*

- *Railroad Track Stability Evaluation, Williston, ND* — Performed subsurface explorations and monitored slope inclinometers along a five mile stretch of mainline tracks that were affected by unstable cut slopes. Solution included material removal and regrading to achieve a semi-stable configuration that could be implemented quickly.
- *Spring Brook Compressor Station, Williston, ND* — Performed subsurface explorations and provided recommendations for design and construction of the compressor station on spread footings, drilled piers, and helical piles. Report included required dynamic material properties and lateral pile evaluation based on loads provided.
- *Halliburton Sand Plant, Richardton, ND* — Performed a geotechnical evaluation for the proposed railroad and sand loading facility. Equipment included heavily loaded silos, warehouses, and tanks supported on driven pile foundations and spread footings. Earthwork recommendations included options to re-use on site soils for railroad subgrade and embankment construction. Designed unloading pit walls to resist rail surcharge. During construction, we provided recommendations to repair soft subgrade due to frost and provided dynamic pile testing and observation.
- *Hess Oil Well Pads, ND* — Performed geotechnical evaluation for proposed development of well pads based on proposed grading plan and facilities layout, subsurface conditions encountered in five strategic soil borings, and geologic/soils/aerial information. Reports provided recommendations for earthwork, facility foundation, corrosion resistance, and mitigating unsuitable materials.
- *XTO Tank Batteries, ND* — Provided a limited geotechnical evaluation for oil well tank batteries that consisted of two to three soil borings. Evaluation included frost heave susceptibility, swell potential, fill depth, and settlement potential of native soils. Recommendations included site preparation requirements of helical pile foundation recommendations.
- *Salt Water Disposal Pads, ND* — Performed soil borings required by state regulatory agency, evaluated the subsurface conditions with respect to protection of underlying groundwater resources, and provided site preparation recommendations for pad development.
- *Nessom Gas Plant Expansion, Tioga, ND* — Provided recommendations for earthwork, spread footing, and drilled piers for the expansion of the existing gas plant.
- *Burleigh/Morton County Detention Facility, Bismarck, ND* — Provided dynamic compaction recommendations to improve existing fill soils so that spread footing foundations and ground supported slabs could be reliably used to support the proposed building.

**While employed by another firm.*

- *South Dakota Armory National Gard (SDARNG) Readiness Center, Mobridge, SD* — Performed a geotechnical evaluation to evaluate causes of distress for a facility constructed over Pierre Shale and old landfill deposits. Provided recommendations for maintenance and repair.
- *Trinity Hospital, Minot, ND* — Performed a subsurface exploration and provided geotechnical recommendations for building support including driven piles, temporary and permanent basement dewatering, and temporary access roads.
- *Sakakawea Memorial Hospital Replacement, Hazen, ND* — Performed the geotechnical evaluation for a replacement hospital located between the existing hospital and a heavily used railroad. Challenges included existing fill and subgrade soils that consisted of fat clay and frost susceptible silt. Performed site-specific vibration monitoring for the structural engineer to design isolation foundation for imaging equipment.
- *McKenzie County Healthcare Facility, Watford City, ND* — Performed the geotechnical evaluation for the new facility to be constructed as an addition to the existing long-term care facility. We provided recommendations for three options for supporting the heavily loaded main structure on the weak native soils that were encountered at the basement foundation level.
- *Gateway to Science, Bismarck, ND* — Performed the preliminary geotechnical evaluation of the proposed site to rapidly discern the feasibility of constructing the proposed building on a site that had been impacted by historic fill placement. Provided recommendations for supporting the architecturally significant portions of the building as close as practical to the existing slopes, and performed test pit explorations to confirm our recommendations after design development proceeded.
- *Dodge Lagoons, Dodge, ND* — Principal engineer for lagoon rehabilitation as well as new construction. Project included slope stability of existing embankments and the recommendation for construction of a clay liner.
- *Ross Lagoon Expansion and Rehabilitation, Ross, ND* — Principal engineer for construction of a new lagoon cell, as well as the rehabilitation of the existing lagoon. Project included slope stability of existing cell under drawdown conditions for rehabilitation and recommendations for new embankments and clay liner construction.
- *Hartel Reservoir, McKenzie County, ND* — Provided the geotechnical evaluation for a water storage reservoir to support fracking operations. Evaluations included slope stability, seepage, groundwater control, and shrinkage. During construction, assumptions were confirmed and the earthwork procedures were modified to address encountered conditions.
- *Watford City High School and Roughrider Event Center, Watford City, ND* — Performed the geotechnical evaluation for proposed facilities that included cuts and fills on the order of 60 feet which included bedrock excavation and re-use of on-site material.

**While employed by another firm.*

- *Convention and Visitors Bureau, Bismarck, ND* — Observed distress and performed a limited subsurface exploration to evaluate potential causes of distress affected walls, floor slabs, and support beams.
- *Distress Evaluation, Bismarck-Mandan, ND* — Observed and discussed with homeowners in the Bismarck-Mandan area patterns of distress and possible root causes for the excessive footing settlement on homes that was related to poor subgrade conditions, expansive clay, and frost heave.
- *South Ridge Apartments, Williston, ND* — Performed a subsurface explorations and coordinated the design of a soldier pile retaining wall to protect the clubhouse and parking area at a failing slopes. Evaluations also included distress observations due to settlement of poor quality fill at several other structures on the property. While working for a design/build contractor, oversaw the design and construction of micropile underpinning at two building entrances.
- *Good Shepherd Village, Endicott, NY** — Evaluation of multi-story apartments, single family homes, retaining walls, and a healthcare facility that were impacted by placement of frozen and uncompacted backfill. Distress included differential and excessive settlement. Repair strategies included underpinning, void grouting, over excavation and replacement, and monitoring.
- *Kings Gate West Apartments, Camillus, NY** — Forensic investigation of existing three-story apartment building that had experienced more than three inches of differential settlement. Work included level survey, soil borings, test pits to evaluate the subsurface conditions, and review of historical and anecdotal information to establish a timeline of distress. Recommended compaction grouting and provided construction materials testing services during restoration.
- *Hoy Road, Cornell University, Ithaca, NY** — Performed subsurface exploration and slope inclinometer monitoring of historic landslide that had been periodically active since the 1930s, overlooking scenic Cascadilla Creek. The roadway was critical for access to the campus and included the main steam heating lines between campus and the heating plant. Solution involved the installation of a soldier pile wall with tied-back anchors, drainage provisions, and placement of geofoam between the steam tunnels and wall.
- *Johnny Bird Veterans Memorial Retaining Wall, New Town, ND* — Performed subsurface exploration and geotechnical evaluations of an MSE retaining wall that had settled over 2 feet. Recommended remediation activities for subgrade improvement. While working for a design/build conctractor, oversaw the design and construction of a jet grouting program to accommodate reconstruction of the retaining wall.

**While employed by another firm.*

- *EN-Sorenson Access Road, Mountrail County, ND* — Performed subsurface exploration and slope stability evaluations of an access road to a remote location in a sensitive environmental area. Recommendations including maximum slope inclinations and providing structural retaining wall alternatives. While working for a design/build contractor, oversaw the design and construction of a soil nail wall with high strength steel mesh for a distressed area.
- *Tower Road Retaining Wall, Rapid City, SD** — Led a design/build competitive proposal for the design and construction of a retaining wall below high voltage power lines. Solution included a micropile supported retaining wall to restore the road and provide adequate shoulder for guardrail/pedestrian access while keeping the power lines energized.

**While employed by another firm.*

BRAUN INTERTEC
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Project Proposal

QTB215045

2026 Infrastructure and Improvement Projects

Client:	Work Site Address:	Service Description:
City of Dickinson Sylvia Miller 38 1st St W Dickinson, ND 58601 (701) 456-7744	Various Dickinson, ND 58601	Geotechnical Evaluation

		Description	Units	Unit Price
Phase 1		**Unit Rates for City of Dickinson 2026 Infrastructure and Engineering Improvement Projects**		
	Activity 1.1	**Site Layout - Staking - Utility Clearance - CADD**		
	205	Site layout and utility clearance	Hour	165.00
	118	Staff Engineer - Utility Locator Coordination	Hour	165.00
	371	CADD/Graphics Operator	Hour	119.00
	5905	Trimble Catalyst GPS, Centimeter, per day	Each	270.00
	1862	UTIL Trip Charge	Each	175.00
	Activity 1.2	**Drilling/Coring Services**		
	9000	Truck Mounted Drilling Services, per hour	Each	370.00
	1029	Standby time, per hour	Each	370.00
	SUB	Subcontractor - Flagging - Per day	Each	4,800.00
	1052	Sign Rental - Per Day	Each	220.00
	PERDIEM	Per Diem	Each	400.00
	252	Coring Services, two person	Hour	250.00
	1861	Coring Trip Charge	Each	175.00
	1555	Bituminous patch material, per core	Each	22.00
	Activity 1.3	**Geotechnical Soil Tests**		
	1152	Moisture content, per sample	Each	20.00
	5176	Moisture Density Relationship (AASHTO T99 Standard), per sample	Each	200.00
	1156	Atterberg Limits LL and PL, Single-Point, per sample	Each	140.00
	1172	Hydrometer - Sieve Analysis, per sample	Each	200.00
	1734	California Bearing Ratio, per molded specimen	Each	387.00
	SUB2	ProjectX - Sulphate & pH Testing, per sample	Each	120.00
	Activity 1.4	**Evaluation/Analysis/Reports**		
	138	Project Assistant	Hour	81.00
	118	Staff Engineer	Hour	165.00
	125	Project Manager	Hour	117.00
	130	Principal Engineer	Hour	275.00

General Conditions for the City of Dickinson

Construction Material Testing and Special Inspections

BRAUN INTERTEC

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality ("Standard of Care"). If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 Reserved.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 Reserved.

5.6 Reserved.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation. Pursuant to the laws of North Dakota, both parties may pursue any legal remedies und North Dakota laws.

6.2 ***Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.***

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of completion of Services. If during the one year period following completion of the services it is shown that the Standard of Care has not been met, and you have promptly notified us in writing of such failure, we shall perform, at our cost, such corrective services as may be necessary, within the original scope of the services, to remedy such deficiency.

6.4 Our aggregate liability for all claims, including our defense obligation, is limited to the lesser of those damages actually incurred and paid as a result of our negligence, or $1,000,000.

6.5 Reserved.

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of North Dakota, without regard to its conflict of law rules. The laws of North Dakota will govern all disputes, and all claims shall be heard in the state or federal courts for North Dakota. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. Only to the extent allowed under North Dakota law, you will indemnify and hold us harmless from and against demands, damages, and expenses of others to the* comparative *extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible*.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 Reserved.

8.2 Reserved.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

Section 9: Insurance

9.1 Professional Liability Insurance. We shall maintain in full force and effect for a period of three (3) years following completion of the Services under the applicable Proposal, professional liability insurance covering the performance of the Services. Such insurance shall be on a "claims made" basis and in the amount of $1,000,000 per claim; $1,000,000 aggregate.

9.2 Workers Compensation Insurance. We shall maintain workers compensation insurance with following limits:

Coverage A: Statutory.

Coverage B: $1,000,000 Bodily Injury by accident; Each accident $1,000,000; Bodily Injury by disease Policy limit $1,000,000; Bodily Injury by disease Each employee.

9.3 General Liability Insurance. We shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in this Agreement). Limits of coverage shall not be less than $1,000,000 per occurrence and $2,000,000 aggregate.

9.4 Automobile Insurance. We shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than a combined single limit of $1,000,000 each accident.