

June 29, 2026

Task Order 10009840_005

Kristopher Keller, PE
City of Dickinson
38 1st Street West
Dickinson, ND 58601

Re: Task Order 5 - Geotechnical Evaluation
Dickinson Fire Station 1A
410 10th Ave East
Dickinson, North Dakota

Dear Mr. Keller:

Braun Intertec Corporation (Braun Intertec) submits this task order to complete a geotechnical evaluation for Dickinson Fire Station 1A at the above referenced site. You have selected us to complete the various geotechnical evaluations for the City of Dickinson 2027 improvements, this task order includes additional services per your request.

Project Information

Per the RFP provided by ICON Architectural Group, dated June 24th, 2026, we understand the proposed project will include the construction of a new fire station at the site, between the Million Gallon Tank and 10th Ave East. The building footprint will be between 20,000 and 30,000 square feet. Building construction is yet to be determined, but may consist of steel or masonry construction. Estimated maximum foundation loads are 150 kips for column footings and 8 kips per linear foot for perimeter wall footings.

Per conversations with you, we understand the site is likely to require a large cut and export of materials to lower grades to near street level to accommodate fire truck traffic. We expect the eastern wall of the building will retain up to 15 feet of soil with a backslope up to elevation of 2462 feet, the elevation of the tank property at the crest of the slope. We do not know the subsurface conditions below the tank and are concerned that the excavations could result in slope instability. We would like to review available information, but if the information is not available, a boring at the crest of the slope would be prudent.

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 new fire station.



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.

Site Access

Based on aerial photographs, it appears that the site is accessible to a truck drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, 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.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake the proposed boring locations, as selected by you, 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.

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.

If you, or your authorized representative, cannot locate underground objects or private utilities that are suspected or known to exist, we can retain a private locate company for an additional fee. Fees charged will be 1.15x the subcontractor fee plus additional time for our staff to coordinate the work onsite. If performed, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. We will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, we reserve the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Penetration Test Borings

As requested, we will drill 18 standard penetration test (SPT) borings for the project. [Table 1](#) provides a summary of the proposed boring locations and depths. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.



Table 1. Summary of Proposed Borings

Location	Type	Quantity	Depth (feet)
Building Pad	SPT	10	25
Building Pad	SPT	5	30
Building Pad	SPT	3	35
Total		18	505

We have also made provisions to obtain 12 thin-walled tube samples of the soils encountered for laboratory testing. We will collect bag samples from 4 borings from the auger cuttings for laboratory testing.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. 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. We will leave 2 boreholes open until we complete our fieldwork and perform groundwater level rechecks prior to leaving the site.

Borehole Abandonment

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

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 releveling 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.



Table 2. Laboratory Tests

Test Name	Number of Tests	ASTM Test Method	Purpose
Moisture content	60	D2216	Soil classification, moisture condition, and engineering properties
Density of soil	8	D7263	Soil density for use in settlement, bearing capacity, and shrinkage/bulking calculations
Atterberg limits	10	D4318	Soil plasticity, shrink/swell potential, engineering parameters, suitability of soils for reuse
Percent passing #200 sieve	6	D1140	Soil classification, and evaluate frost susceptibility
Unconfined compression	4	D2166	Evaluate undrained shear strength for bearing capacity
Standard Proctor	4	D698	Determine maximum dry density and optimum moisture content of soil
California Bearing Ratio	1	D1883	Engineering parameter used in designing flexible pavements

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.

Report

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- 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.



- Recommended for the design and construction of new foundations, floor slabs, exterior pavements, utilities, earth retaining structures, and utilities.

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.

- Drill rig mobilization – within about 3-5 weeks following receipt of written authorization.
- Field exploration – 4 days on site to complete the work.
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration.
- Preliminary results – within 1-2 weeks after completion of field exploration.
- Report submittal – within about 4 weeks after completion of field exploration.

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 of \$33,467, which includes up to 1 hour of post deliverable consulting time. Additional requests for meetings, consulting or modifications to the report will be billed at a rate of \$292 per hour. We are attaching a tabulation showing hourly and/or unit rates associated with our proposed scope of services. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

Additional Services

If the subsurface conditions are not available for the site at the existing water tank, we recommend drilling one boring to 45 feet from the west side of the water tank site. We recommend budgeting \$1,500 for this boring for drilling, laboratory testing, and logging. Depending on the conditions encountered, we may recommend a slope stability evaluation for an additional \$2,500.



General Remarks

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

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

To authorize the scope of work encompassed in this Task Order, please sign and return a copy of this document.

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,

Sincerely,

Braun Intertec Corporation

Ian C. Becket, EI

Staff Engineer

Charles (Wes) Dickhut, MS, PE

Principal Engineer, Associate Director

Attachments:

Project Proposal

Negotiated General Conditions (07/09/2024)

The task order is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Fee Estimate
10009840_005
Fire Station 1A Evaluation

Client:

City of Dickinson
Kris Keller
38 1ST St W
Dickinson, ND 58601-5106
701.300.1930

Work Site Address:

450 10th Avenue East
Dickinson, North Dakota 58601

	Qty/Hours	Rate	Amount
Task 1: Geotechnical Evaluation			
Subtask 1.1: Site Reconnaissance, Staking, & Utility Clearance			\$2,017.00
Utility clearance and staking	8.00	176.00	\$1,408.00
CADD Drafting	2.00	155.00	\$310.00
Vehicle, per mile	200.00	0.80	\$160.00
Trimble Catalyst GPS, Centimeter, per day	0.50	278.00	\$139.00
Subtask 1.2: Drilling Services			\$17,415.00
Truck Mounted Drilling Services, per hour	45.00	387.00	\$17,415.00
Subtask 1.3: Drilling Equipment, Supplies, and Other			\$2,420.00
Staff Engineer	1.00	176.00	\$176.00
Thin-walled sample tubes (ASTM D 15 87), each	12.00	37.00	\$444.00
PerDiem - Perdiem - 2 person crew	4.00	450.00	\$1,800.00
Subtask 1.4: Laboratory Testing			\$5,727.00
Soil Moisture Content ASTM D2216 each	60.00	27.00	\$1,620.00
Soil Density ASTM D7263 each	8.00	41.00	\$328.00
Soil Atterberg Limits LL and PL, Single-Pt, ASTM D4318 each	10.00	144.00	\$1,440.00
Soil Sieve Loss by Washing Through #200 Sieve each	6.00	96.00	\$576.00
Soil Unconfined Compression D2166 each	4.00	122.00	\$488.00
Soil Proctor MD Relationship (Standard) ASTM D698 each	4.00	219.00	\$876.00
Soil California Bearing Ratio ASTM D1883 per molded each	1.00	399.00	\$399.00
Subtask 1.5: Evaluation/Analysis/Reports			\$5,888.00
Staff Engineer	20.00	176.00	\$3,520.00
Principal Engineer	4.00	292.00	\$1,168.00
Project Assistant	8.00	84.00	\$672.00
Project Manager	3.00	176.00	\$528.00
Task 1 Total:			\$33,467.00
Project Total			\$33,467.00

General Conditions for the City of Dickinson

Construction Material Testing and Special Inspections

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 under 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.