

BARTLETT & WEST, INC.
MASTER SERVICES AGREEMENT
FOR PROFESSIONAL SERVICES

AMENDMENT NO. 1
TO TASK ORDER NO. 1

WHEREAS, City of Dickinson (Client) and Bartlett & West, Inc. (Consultant) have entered into an Agreement dated 10/15, 2025, hereinafter referred to as the “MSA,” for professional services, and

WHEREAS, Client and Consultant have entered into Task Order No. 1

NOW THEREFORE, Client and Consultant agree to amend Task Order No. 1 as follows:

A. **SCOPE OF WORK:** The Consultant shall perform services defined in this section consistent with the Client’s desire to complete the project defined above.

1. Task 1. Construction Engineering

Upon successful completion of the Bidding Phase, and upon authorization from the Client, Consultant shall perform services under this amendment of the Task Order for the purpose of providing Construction Administration and Observation Services and as more fully described herein.

1. Provide General Construction Contract Administration. Consult with Client and act as Client’s representative as provided in the Engineers Joint Contract Document Committee (EJCDC) Standard General Conditions of the Construction Contract. Client’s instructions to Contractor will be issued through Consultant who shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in the EJCDC Standard General Conditions of the Construction Contract except as otherwise provided in writing. For purposes of this project, the Consultant shall not be considered a construction manager, nor shall Consultant be the Contractor’s quality control/quality assurance program manager.
2. Participate in a Pre-Construction Conference prior to commencement of Work at Site.
3. Review and approve or take appropriate action in respect to Shop Drawings and other data which Contractor is required to submit, but only for conformance with information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole.
4. Make periodic visits to the Site at intervals appropriate to the various stages of construction, as Consultant deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor’s work.
5. Issue necessary clarifications and interpretations of the Contract Documents as appropriate for the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.
6. Recommend Change Orders to Client, as appropriate, and prepare Change Orders as required.

7. Render formal written decisions on all claims of Client and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
8. Based on Consultant's review of the Contractor's Application for Payment and the accompanying support documentation, recommend the amounts that Contractor(s) be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to CLIENT, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents, and the conditions precedent to Contractor being entitled to such payment appear to have been fulfilled in so far as it is Consultant's responsibility to observe the work.
9. Receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents.
10. In company of Client and Contractor, conduct a final inspection to determine if the completed Work of Contract is acceptable so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is acceptable to the best of Consultant's knowledge, information and belief and based on the extent of the services provided by Consultant under this Amendment and within the defined limitations stipulated in the EJCDC documents.
11. The purpose of the Consultant's visits at the jobsite shall be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the construction phase, and, in addition, by the exercise of the Consultant's efforts as an experienced and qualified design professional, to express an informed professional opinion that the completed work of the contractor will conform, in general, to the construction documents and that the integrity of the design concept of the completed Project will function as a whole, as indicated in the construction documents, and has been implemented and preserved by the construction contractor. The Consultant shall not be held to a higher standard of care than that prevalent in the Engineering profession. The Consultant shall not be responsible for the acts or omissions of any construction contractor, or any subcontractors, vendors, suppliers, or of any other individual or entity performing or furnishing any of the work. Consultant shall not be responsible for a construction contractor's failure to perform or finish the work in accordance with the construction documents. The Consultant shall not be liable or given the responsibility to supervise, direct or control the construction contractor's work or for the construction contractor's means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or the construction contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to the construction contractor's furnishing and performing work.
12. The Services to be provided by the Consultant under this Amendment, and under his direction, shall be performed in a manner consistent with that degree of skill and care exercised by practicing professionals performing similar services at the same time, at the same locality, and under the same or similar circumstances and conditions. The Consultant shall perform only those Services authorized by the Client under this Amendment.

13. Consistent with the professional standard of care and unless specifically provided herein, the Consultant shall be entitled to rely upon the accuracy of data and information provided by the Client, or others without independent review or evaluation.
14. The Consultant shall not perform any cultural resource investigations, permitting, or NEPA compliance actions at this stage of the work, unless specifically directed by the Client and compensation to the Consultant is adjusted accordingly. The Client will coordinate the NEPA activities with the construction contractor, as appropriate. The Consultant will assist the Client to coordinate the NEPA activities as directed by the Client.
15. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project; including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. The Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. The Consultant shall not have the authority to stop the work of the construction contractor as this is the sole authority of the CLIENT.

Task 2. Construction Inspection

Consultant shall also provide an on-site Resident Project Representative during the duration of the Work. The Resident Project Representative shall:

1. Monitor the Work as an experienced and qualified technician or professional to observe the progress and quality of the various aspects of Contractor's work. Observation shall include spot checking, selective sampling, and similar methods of general observation of the work based on Consultant's exercise of professional judgment. Based on information obtained during the observation, Consultant shall determine in general if such work is proceeding in accordance with the Contract Documents and Consultant will endeavor to inform Client of the progress of the work.
2. Consultant shall not, while on-site, or as a result of observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for and failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Reference shall also be made to items A.10 to A.15 above.
3. Inspections and Tests. Require such special inspections or tests of the work as deemed reasonably necessary, and receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.

4. Following notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, conduct an inspection to determine if the Work is substantially complete. If Consultant observes apparent defects in the completed Work, the Consultant will assist Client in consultations and discussions with Contractor concerning correction of such defects and make recommendations as to replacement or correction of defective Work.
5. In company with CLIENT, Contractor, and Funding Agency perform a final inspection of the Project.

B. Time of Performance for Services. This project is anticipated to be completed by November 1, 2026.

C. Compensation for Services. The Services contained in this Amendment shall be billed as follows:

1. An amount equal to the cumulative hours charged to complete the Services by each class of Consultant's employees times the standard hourly charge rates for each applicable billing class as per the attached schedule of hourly charges ("schedule"). Overtime for non-exempt staff will be billed at 1.35 times the rates listed in the schedule. The schedule will be adjusted at the beginning of each calendar year. The costs for construction administration and inspection services, given construction unknowns at this time, is initially estimated as 11% of the construction costs of the entire project cost. For budget purposes the estimated costs for inspection services, given construction unknowns at this time, is \$42,000.00.
2. Reimbursable expense items will be billed at the current charge rates and are subject to adjustment at the beginning of each calendar year.
3. For Repetitive and Extended travel, lodging (including taxes) plus meals and incidentals will be reimbursed at the actual costs up to the current GSA Per Diem rates based on the Project's location. If the only lodging available exceeds the current GSA Per Diem rate, the actual out-of-pocket costs will be invoiced. GSA Per Diem rates will be adjusted on October 1st of each year when the new rates are published.
4. Subcontracted services will be billed at actual cost-plus 10%.

D. Client's Responsibilities. Client's responsibilities in the completion of this Amendment are as follows:

1. General Obligations. All obligations as listed in the Agreement remain unchanged unless specifically changed in this Amendment or unless both parties mutually waive or modify such obligations in writing by a subsequent amendment to the Agreement or to this Amendment.
2. Task Related Obligations. Relative to the listed Tasks of this Amendment, the Client will provide a listing of Community offices which would be involved in the various data gathering and data review functions as noted. Such listing would include contact people, addresses, phone numbers, and a general note of interest which each such agency or office may have in this project.
3. Access to Client Data. The Client will assist the Engineer in securing access to pertinent Client records relative to the performance of this work.
4. Access to Lands. The Client will assist the Engineer in securing rights of entry upon lands relative to the performance of this work.

5. **Timely Review.** The Client will make timely review of material and interim report information and other data which needs Client approval upon receipt of such information from the Engineer. In all such instances the Engineer will advise the Client of time restraints, if any, which may apply to such reviews.

6. **Payment Provisions.** The Client will make prompt payment of bills which are submitted by the Engineer for authorized work of this Specific Authorization. However, prior to the first billing, the Engineer will provide to the Client a tentative billing schedule for the work of this Amendment. If the schedule becomes significantly altered during the course of the work, the Engineer will amend and resubmit a new payment schedule.

7. **Client Supplied Work.** For all Client Supplied Work, the Client agrees to perform and provide such work in a fashion and within a time frame which will not delay the Engineer from the successful and timely completion of this project. The Engineer agrees to notify the Client of time constraints, if any, which may apply to any such Client Supplied Work

Except as provided in this or previous Amendments, all other terms and conditions of the MSA shall remain in full force and effect. In the event of any conflict between the terms and conditions of the MSA and the terms and conditions of this or previous Amendments, the MSA shall control unless otherwise stated.

IN WITNESS WHEREOF, the parties hereto agree to modify the above-referenced Agreement as set forth in this Amendment, effective this 12 day of March, 2026.

CLIENT:

CITY OF DICKINSON, NORTH DAKOTA

By: _____

Print Name: _____

Title: _____

Date Signed: _____

CONSULTANT:

BARTLETT & WEST, INC.

By: _____

Print Name: _____

Title: _____

Date Signed: _____

Asset Inventory, Management Plan, & Report
 SRRWS Water Treatment Plant

Task	Ziegler, B Engineer VIII	Krebs, N Engineer IV	Huibregtse, J Proj. Coord. V	Kappes, T Ld Const Tech	Dick, J Eng. Tech V	
	\$224	\$178	\$192	\$159	\$129	Cost
1. Construction Administration		16			16	\$4,912
2. Construction Inspection	8	8	8	120		\$23,832
3. Submittals & Change Orders		8			8	\$2,456
4. Project Coordination/Management Tasks	16		16			\$6,656
Totals	24	32	24	120	24	\$37,856
Expenses: 2 Trips to WTP 20 Nights Hotels @ \$200/night = \$4,000						\$4,000
Total Estimated Fees						\$41,856

Labor Category	Rate
Professional 2	\$220
Professional 1	\$215
Technical 2	\$152
Technical 1	\$112
Analyst	\$200
Professional Engineer	\$192