

June 14, 2023

Proposal QTB198010

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

Re: Proposal for a Geotechnical Evaluation  
City of Dickinson 2025 Geotechnical Engineering Services  
Various Infrastructure and Engineering Improvement Projects

Dickinson, North Dakota

Dear Ms. Miller:

Braun Intertec Corporation respectfully wishes to express our interest in completing geotechnical evaluations for the various infrastructure and engineering improvement projects in Dickinson.

## **Project Information**

Per the RFP provided by Sylvia Miller with the City of Dickinson dated May 16, 2024, and our conference call on June 5, we understand the proposed project will include the following:

- **Task 1: 202503 – 2025 Watermain and Lead Service-line Replacement.**  
Consists of the removal and replacement of approximately 2570 linear feet of water main and water service lines. Five (5) borings to a nominal depth of 10 feet and fifteen (15) cores along various streets near Dickinson State University are requested to document current conditions, obtain ground water levels, and assist in future pavement designs.
- **Task 2: TBD – Sims from 2nd street E to 9th street E**  
Consist of removing and replacing the sanitary sewer and water main along the route, including the services to the curb stops. The project will be a full replacement of the existing pavement. Nine (9) borings to a nominal depth of 10 feet and nineteen (19) cores along sims street are requested to document current conditions, obtain ground water levels, and assist in future pavement designs.
- **Task 3: To be omitted.**
- **Task 4: 202215 – Dickinson Public Library Expansion.**  
Consists of the expansion of the Dickinson Public Library building with a single story, frost depth footings. Two (2) borings to a nominal depth of 20 feet to assess current soil conditions and aid in the foundation design of the building. We assume the column loads will be less than 75 kips and wall loads less than 7 kips per lineal foot (klf).

- Task 5: 202501 – 2025 Road Maintenance.  
Consists of mill and overlay of approximately 13,400 linear feet and the construction of 400 linear feet of new roadway. Twenty-five (25) borings to a nominal depth of 10 feet and fifty (50) cores are requested to document current conditions, obtain ground water levels, and assist in future pavement designs.
- Task 6: 202414 – 10th Avenue E from Villard to Museum Drive.  
Consists of mill and overlay of approximately 4,750 linear feet. Five (5) borings to a nominal depth of 10 feet and sixteen (16) cores are requested to document current conditions, obtain ground water levels, and assist in future pavement designs.
- Task 7: 202415 – 10th Avenue E from Museum Drive to 21st Street E.  
Consists of mill and overlay of approximately 5,230 linear feet of pavement. Four (4) borings to a nominal depth of 10 feet and eight (8) cores are requested to document current conditions, obtain ground water levels, and assist in future pavement designs.
- Task 8: 202417 – 5th Street SE from 3rd Avenue W to 6th Avenue E.  
Consists of mill and overlay of approximately 1,710 linear feet and the construction of 800 linear feet of new roadway. Eight (8) borings to a nominal depth of 10 to 15 feet and thirteen (13) cores are requested to document current conditions, obtain ground water levels, and assist in future pavement designs.

Task 9: Museum?

Suggested exploration locations, depths, and laboratory testing were provided in the RFP. We have no objection to the suggested locations and have used them as the basis for this cost estimate.

## **Qualifications**

Our work will be managed by Carey Yoder, PE, and reviewed by Wes Dickhut, PE, in our Bismarck office. We are both registered as professional engineers in North Dakota. We have performed geotechnical evaluations as subconsultants for KLJ Engineering and Apex Engineering on many street and utility projects in Dickinson, and have worked with the city to evaluate pavement distress and mitigation options near Menard's. We have an office in Bismarck that is staffed with experienced engineering technicians and an operations supervisor in Dickinson that will be able to provide support during construction, in case unexpected conditions are encountered. Resumes are attached.

We will be able to add these field explorations into our schedule so that we can meet your project schedule. We do not anticipate that this project will be adversely impacted by our current project workload. 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 have proposed to perform all tasks during 2 consecutive weeks of field work. We intend to provide you with weekly status updates beginning 2 weeks before performing the field work until final report delivery. If the projects are authorized separately, additional mobilization and coordinate fees will be billed to the project.

### **Site Access**

Based on aerial photographs, it appears that the exploration locations are accessible to a truck mounted 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.

We understand that the City of Dickinson will be able to assist with snow removal if required.

### **Staking**

We will stake prospective subsurface exploration locations, as selected by you, by taking the aerial imagery or site plan provided and overlaying it into Google Earth. We will extract the latitude and longitude of boring locations from the program and enter them into our Trimble Catalyst GPS (Global Positioning System) receiver having an estimated horizontal accuracy of +/- 1 foot. If development of the plans and specifications requires exploration locations with a higher degree of accuracy, we request that you have the boring locations staked by a licensed surveyor prior to our mobilization to the site.

We will obtain surface elevations at the boring locations using our Trimble Catalyst GPS receiver and report elevations relative to the WGS 84 datum. We ordinarily provide centimeter-level accuracy for our measurements. 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.

### **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 include 1.15x the subcontractor fee and additional time from our staff to coordinate the work on site. 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.

### **Traffic Control**

Based on aerial images from Google Earth we anticipate performing the borings/cores within the existing drive lane. We also anticipate the exploration locations will require lane closures along the roadway alignment to alert motorists to our work area. We anticipate using 3D Specialties to perform appropriate signage and personal for lane closures. The traffic control subcontractor will move with us as we perform coring and boring operations throughout the area. There will be multiple days for the use of traffic control.

### **Pavement Coring**

We will core pavements at the 111 exploration locations as selected by the City of Dickinson.

### **Penetration Test Borings**

As requested, we will drill 65 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
Task 1: 202503 - 2025 Watermain and Lead Service-line Replacement	SPT	5	10
Task 2: TBD - Sims Street From 2nd Street E to 9th Street East	SPT	9	10
<del>Task 3: Removed from RFP</del>			
Task 4: 202215 - Dickinson Public Library Expansion	SPT	2	20
Task 5: 202501 - 2025 Road Maintenance	SPT	25	10
Task 6: 202414 - 10th Avenue E from Villard to Museum Drive	SPT	5	10
Task 7: 202415 - 10th Avenue E from Museum Drive to 21st Street E	SPT	4	10
Task 8: 202417 - 5th Street SE From 3rd Avenue W to 6th Avenue E	SPT	1	15
	SPT	7	10
Task 9: 202320 - Dickinson Museum Expansion	SPT	7	25

We have also made provisions to obtain 9 thin-walled tube samples of the soils encountered for laboratory testing.

We will collect bag samples from each of the 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.

**Borehole Abandonment**

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

We will backfill the borings with auger cuttings. Upon backfilling exploration locations, we will fill holes in pavements with a temporary patch.

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.

**Table 2. Laboratory Tests**

Test Name	ASTM/AASHTO Test Method	Purpose
Moisture content	T-265	Soil classification, moisture condition, and engineering properties
Atterberg limits	T-89 & T-90	Soil plasticity, shrink/swell potential, 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 / Modified Proctor	T-99 / T-180	Determine maximum dry density and optimum moisture content of soil
California Bearing Ratio	D1883	Engineering parameter used in designing pavements
Sulfate and PH		Used to determine corrosivity of the soils
Unconfined Compression	D2166	Evaluate undrained shear strength for bearing capacity, settlement, and lateral pressure evaluations

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**

For each project, we will prepare a report including appropriate recommendations for pavement, utilities, or building foundations. The reports will include:

- 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 net allowable bearing pressures for the design of spread footing foundations, and estimated settlements at the indicated pressures.
- Recommendations for pavements and exterior slabs, including subgrade support parameters, design pavement sections, bituminous pavement materials, and subgrade drainage. We can assist in pavement thickness recommendations if we are provided with traffic information including vehicle distribution and frequency.
- Recommendations for utilities including subgrade preparation and corrosion protection.

We will only submit an electronic copy of our reports 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. Dates are based on receiving authorization for all tasks simultaneously by June 24, 2024.

- Drill rig mobilization and Coring – The week of September 9, 2024.
- Field exploration – 10 days on site to complete the work.
- Classification and laboratory testing – within 2 to 3 weeks after completion of field exploration.
- Preliminary results – within 2 weeks after completion of field exploration.
- Report submittal – within about 6 to 8 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

Below is a table with the estimated fees for each project with traffic control included. The estimated fees assume release of all tasks and can be performed under one mobilization. Additional costs will need to be assessed if tasks are performed separately.

**Table 3. Estimated Fees**

<b>Project:</b>	<b>Estimated Cost</b>
Task 1: 202503 - 2025 Watermain and Lead Service-line Replacement	\$17,110.00
Task 2: TBD - Sims Street From 2nd Street E to 9th Street E	\$25,950.00
Task 3: Removed from RFP	\$0.00
Task 4: 202215 - Dickinson Public Library Expansion	\$6,540.00
Task 5: 202501 - 2025 Road Maintenance	\$61,630.00
Task 6: 202414 - 10th Avenue E from Villard to Museum Drive	\$16,675.00
Task 7: 202415 - 10th Avenue E from Museum Drive to 21st Street E	\$13,335.00
Task 8: 202417 - 5th Street SE From 3rd Avenue W to 6th Avenue E	\$23,775.00
Task 9: 202320 - Dickinson Museum Expansion	\$13,145.00

We have attached a rate sheet for the work that we anticipate performing as part of this project. We will furnish the services described in this proposal on a time and materials basis on an estimated maximum fee basis that will not be exceeded without prior permission from you.

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

### Additional Services

Our fees do not include potential costs due to the need for snow plowing, private utility locating, 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 \$350 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 include the Braun Intertec General Conditions that have been modified for previous projects with the City of Dickinson, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Carey Yoder at 701.425.4409 ([cyoder@braunintertec.com](mailto:cyoder@braunintertec.com)).

Sincerely,

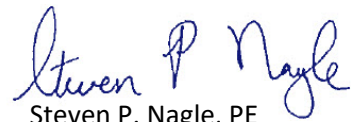
BRAUN INTERTEC CORPORATION



Carey C. Yoder, PE  
Project Engineer



Charles (Wes) Dickhut, PE  
Principal Engineer/ Technical Leader



Steven P. Nagle, PE  
Vice President/Principal Engineer

- Attachments:  
Resumes  
Unit Rate Sheet  
Previous Work Experience  
General Conditions for the City of Dickinson (2/14/2023)

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

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**Authorizer's Firm**

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**Authorizer's Signature**

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**Authorizer's Name (please print or type)**

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**Authorizer's Title**

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**Date**



## EDUCATION

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

M.S., Geological 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

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.

## 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.
- *Tioga Gas Plant Debottlenecking Project, Tioga, ND*— Reviewed geotechnical explorations and recommendations for proposed pipe bridge and support structures for a plant wide improvements to the facility.
- *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.
- *Nessom Gas Plant Expansion, Tioga, ND*— Provided recommendations for earthwork, spread footing, and drilled piers for the expansion of the existing gas plant.
- *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.

*\*While employed by another firm.*

## EDUCATION

B.S., Construction Engineering,  
North Dakota State University

## PROFESSIONAL REGISTRATIONS

Professional Engineer  
ND No. 7129

## CERTIFICATIONS

NDDOT Certified:  
Construction Project Management  
Asphalt Mix Tester  
Aggregate Field Lab  
Soils Field

10-Hour OSHA Construction Safety and Health  
Training

Mr. Yoder began working at Braun Intertec in 2012 and provides a number of services related to project management and engineering. Carey is responsible for project management of the North Dakota Department of Transportation (NDDOT) construction materials testing projects.

## PROJECT MANAGEMENT EXPERIENCE

Carey managed project budgets, provided technical expertise to and managed field technicians, reviewed test reports, and compiled testing information for the following projects:

- *PCC Paving of US Highway 2 from Jct. US 85 to Ray (7-022(148)032)*
- *Widening of ND Highway 22 from Manning to Killdeer (5-022(111)091)*
- *Reconstruction of ND Highway 23 from Jct. ND 73 to Jct. ND 22 (7-023(039)016)*
- *Reconstruction of ND Highway 40 (7-040(017)000)*
- *Alexander Bypass (7-085(064)160)*
- *US Highway 85 Mill and HBP Overlay (7-085(071)126)*
- *New Town Truck Reliever Route (7-023(037)050)*
- *Four lane of US Highway 85 with new Structure (7-085(088)171)*
- *Widening of ND Highway 23 east of Watford City to Jct. ND 73 (7-023(047)004)*
- *Mountrail County Road 3A Grading and Paving*
- *BIA Route 14 Grading, Stabilized Subgrade and Base, and Paving*
- *PCC Pavement through the City of Ray, ND (7-023(044)044)*
- *US Highway 85 Grading and Paving (7-085(078)146)*
- *US Highway 85 Grading and Paving (7-085(089)152)*
- *ND Highway 1804 Reconstruction, Grading and Paving (7-804(041)334)*
- *Construction of Interim Bypass (5-022(113)900)*
- *Mountrail County Road 76th Ave Grading and Paving*
- *Mountrail County Spanish Road Grading and Paving*
- *Mountrail County Road 88th Ave NW Grading and Paving*
- *Mountrail County Road 93rd Ave NW Grading and Paving*

## ADDITIONAL EXPERIENCE

- *NDDOT Design Assignment (Traffic Section)\** — Conducted sign layout for several projects. Updated standard drawings which involved research of where standards originated from and updating standards to new MicroStation format. Designed of mind and blend project and completing plan set. (September 2010-January 2012)
- *NDDOT Minot District Assignment\** — Managed project laboratory and performed tests on soil, aggregate and concrete as lead project engineer on chip seal project. Inspected pipe installation and kept daily work diary. (May 2010-September 2010)

*\*While employed by another firm.*

CAREY C. YODER, PE  
*Project Engineer*

- *NDDOT ETS Assignment\** — Reviewed specifications and special provisions. Wrote special provisions. Reviewed plan notes. (October 2010-May 2010)
- *NDDOT Minot District Assignment, Minot, ND\** — Surveyed maintenance section yards. Calculated slope drainage of maintenance section yards. Surveyed borrow pit. Surveyed project and set up control, layout of bridge and roadway. Inspected contractors' work. Tested concrete. Wrote inspection diaries. Used MicroStation to get quantities from survey of borrow pit. Reviewed plans and specifications for projects and applied them to the field. (May 2009-October 2010)
- *NDDOT Design Assignment\** — Authored a project concept report. Worked on preliminary designs of an intersection using MicroStation. Produced a preliminary cost estimate. Wrote field review. (September 2008-May 2009)
- *NDDOT Williston District Assignment, Williston, ND\** — Calculated pavement yields. Observed pavement operations. Quality assurance/quality control (QA/QC) of pavement project and pipe project. Monitored pavement contractor. Surveyed with robotic totals station and set control for pipe, measured topography for quantities, and marked out construction limits. (May 2008-September 2008)
- *NDDOT Materials Assignment\** — Researched pipe material. Calculated thicknesses for pavement designs. Wrote thickness recommendations for projects. Analyzed data. (October 2007-May 2008)
- *Western Summit, Las Vegas, NV\** — Performed work as the lead field engineer. Reviewed plans and specifications for the project. Surveyed control and layout for entire project. Created drawings with AutoCAD for field use. Updated as-builts as project progressed. Observed the construction process. Quality control on the project. Computed calculations for quantities of materials needed and used (e.g. concrete and soil). Designed formwork. Delegated work. Worked on project schedules. (April 2006-October 2007)
- *Accent Contracting, Fargo, ND\** — Estimated and prepared bids for both residential and commercial projects. Scheduled crews of two to five for various projects. Tracked profit and loss of projects. (August 2005-February 2006)
- *Wanzek, Fargo, ND\** — Reviewed plans and specifications. Observed construction progress. Quality control of project. (May 2005-August 2005)
- *Western Summit, Reno, NV\** — Reviewed plans and specifications for the project. Surveyed control and layout for entire project. Created drawings with AutoCAD for field use. Updated as-builts as project progressed. Observed the construction process. Quality control on the project. Computed calculations for quantities of materials needed and used (e.g. concrete and soil). Designed formwork. Responsible for having project materials on-site. (May 2004-May 2005)

*\*While employed by another firm.*

# Project Proposal

QTB198010

## 2025 City of Dickinson Various Infrastructure Projects

**Client:**

City of Dickinson  
Sylvia Miller  
38 1st St W  
Dickinson, ND 58601  
(701) 456-7744

**Work Site Address:**

Various Locations  
Dickinson, ND

**Service Description:**

Geotechnical Evaluation

	Description	Units	Unit Price
<b>Phase 1</b>	<b>Geotechnical Evaluation</b>		
<b>Activity 1.1</b>	<b>Drilling Services</b>		
9000	Truck Mounted Drilling Services, per hour	Each	400.00
1022	Thin-walled sample tubes (ASTM D 15 87), each	Each	35.00
1863	Per diem	Each	400.00
205	Site layout and utility clearance	Hour	200.00
1862	UTIL Trip Charge	Each	180.00
371	GIS/CAD Specialist II	Hour	120.00
1555	Bituminous patch material, per core	Each	25.00
5905	Trimble Catalyst GPS, per day	Each	250.00
SUB	Subcontractor	Each	5,000.00
252	Concrete/Bituminous/Masonry Coring, two person	Hour	280.00
<b>Activity 1.2</b>	<b>Geotechnical Soil Tests</b>		
1152	Moisture content, per sample	Each	20.00
1156	Atterberg Limits LL and PL, Single-Point, per sample	Each	140.00
1172	Hydrometer - Sieve Analysis, per sample	Each	220.00
1318	Moisture Density Relationship (Standard), per sample	Each	230.00
1320	Moisture Density Relationship (Modified), per sample	Each	240.00
1734	California Bearing Ratio, per molded specimen	Each	390.00
SUB1	Subcontractor: Sulfate & PH Testing	Each	120.00
1186	Unconfined Compression, per sample	Each	130.00
<b>Activity 1.3</b>	<b>Evaluation/Analysis/Reports</b>		
138	Project Assistant	Hour	120.00
126	Project Engineer	Hour	200.00
125	Project Control Specialist	Hour	150.00
130	Principal Engineer	Hour	250.00

Representative Projects  
Braun Intertec Corporation  
2014-2022

Project ID	Project name	Customer name
BM1306889A	Proposed Lift Station 12 Forcemain	Apex Engineering Group, Inc.
BM1308001	State Avenue Utility Installation	KLJ Engineering LLC
BM1308003	40th Street Utility Installation	KLJ Engineering LLC
BM1308004	East 24-inch Waterline	KLJ Engineering LLC
BM1308005	West 24-inch Waterline	KLJ Engineering LLC
BM1308005A	West 24" Waterline & Elevated Tower	KLJ Engineering LLC
BM1400451	Dickinson Public Safety Center	City of Dickinson
BM1400451.00	Dickinson Public Safety	City of Dickinson
BM1400451.01	Dickinson Public Safety Building	City of Dickinson
BM1400451.02	Dickinson Public Safety Center	City of Dickinson
B14-04161	West Gravity Sewer Phase II	Apex Engineering Group, Inc.
B14-09312	Dickinson Airport Drilling Services	KLJ Engineering LLC
B14-09743	East Side Pressure Zone 1 Improvements	KLJ Engineering LLC
B1501508	State Avenue Soil Borings	KLJ Engineering LLC
B1501681	Booster Station W8 & Transmission Line	KLJ Engineering LLC
B1501681.00	Booster Station W9	KLJ Engineering LLC
B1503065	Lift Station #5	Apex Engineering Group, Inc.
B1503770	Dickinson Stormwater Detention Pond	Apex Engineering Group, Inc.
B1503935	9th Street East	City of Dickinson
B1504748	State Ave Box Culvert	KLJ Engineering LLC
B1506425	32nd St W from Hwy 22 to 112th Ave. SW COIB-4527(001) PCN 21	KLJ Engineering LLC
B1506427	112th Ave SW from 32nd to 33rd COIB-4521(001) PCN 21101	KLJ Engineering LLC
B1508345	Museum Drive Reconstruction	Highlands Engineering & Surveying, PLLC
B1512217	Dickinson West Sewer Improvements	Apex Engineering Group, Inc.
B1601799	Sludge Pond Evaluation	KLJ Engineering LLC
B1601928	29th Ave W Street Imp. and 40th St W Water Main Inst.	KLJ Engineering LLC
B1604167	112th Ave SW & 32ND St SW CP-0045(15)04	KLJ Engineering LLC
B1605262	City of Dickinson Streets - Various	City of Dickinson
B1605382	State Avenue Water Main Extension	KLJ Engineering LLC
B1605784	West Ridge Phase 1 - Pavement Subgrade Evaluation	City of Dickinson
B1605786	West Ridge Phase 1 GPR	City of Dickinson
B1606506	Dickinson Pavement Letter	KLJ Engineering LLC
B1606537	Astoria Field Seating Replacement	City of Dickinson Parks and Recreat
B1608780	8th Street South Pavement Reconstruction	Highlands Engineering & Surveying, PLLC
B1701074	Dickinson Utility Improvements	Apex Engineering Group, Inc.
B1801943	Dickinson South Gravity Sanitary Sewer	Apex Engineering Group, Inc.
B1803934	Lift Station No. 1 Replacement	Apex Engineering Group, Inc.
B1805547	Solid Waste Disposal Building Exploration	City of Dickinson
B2109496	Dickinson Town Square	City of Dickinson

### 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.