

# **AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES**

This is an Agreement between **City of Dickinson** (Owner) and **Houston Engineering, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Dickinson Solid Waste Annual Regulatory Monitoring, Reporting, and Support Services** (Project). Engineer's services under this Agreement (Services) are generally identified as **Annual groundwater monitoring, data evaluation, and reporting, NMOC monitoring and reporting, annual volume surveys, financial assurance updates, utilization summary reporting, and general regulatory reporting assistance.**

Detailed scope of services are provided in the attachments:

**Attachment 1: 2024 Groundwater Monitoring and Reporting Scope of Work**

**Attachment 2: 2024 NMOC Sampling, Analysis, and Reporting Scope of Work**

**Attachment 3: Annual Survey, Volume Utilization Summary, Financial Assurance Estimates and General Regulatory Reporting Support Scope of Work**

Owner and Engineer further agree as follows:

1.01 Services of Engineer

A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

### 3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the following specific time period: **Services are completed as stated in the Scope of Work Attachments during the 2024 monitoring and reporting period.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

### 4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.10**.
- E. Basis of Payment
  - 1. Hourly Rates. Owner shall pay Engineer for Services as follows:
    - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
    - b. The total compensation for Services and reimbursement of expenses is estimated to be:

The estimated fees for each scope of work is further defined in the respective attachments defining the individual tasks.

<b>2024 Groundwater Monitoring and Reporting Scope of Work</b>	<b>\$43,800</b>
Note: \$14,600 is engineering and \$27,400 is for monitoring and analysis by MVTL to be invoiced directly by MVTL.	
<b>2024 NMOC Sampling, Analysis, and Reporting Scope of Work</b>	<b>\$26,000</b>
<b>Annual Volume Survey, Utilization Summary Reporting, Financial Assurance Estimates, and General Regulatory Reporting Support Scope of Work</b>	<b>\$12,900</b>
<b>Combined Total</b>	<b>\$82,700</b>

- c. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount noted above unless approved in writing by the Owner.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services.

5.01 Termination

A. Termination for Cause

- 1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
  - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
- 3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

- B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.
  - 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
  - 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

#### 6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over

competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Insurance: Commencing with the Effective Date of the Agreement, Engineer shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and comprehensive general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client.
- I. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that

Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- J. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- K. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- L. This Agreement is to be governed by the laws of the state in which the Project is located.
- M. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- N. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

## 8.01 Successors, Assigns, and Beneficiaries

### A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

## 9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

### Attachments:

Attachment 1: 2024 Groundwater Monitoring and Reporting Scope of Work

Attachment 2: 2024 NMOC Sampling, Analysis, and Reporting Scope of Work

Attachment 3: Annual Volume Surveys, Utilization Summary Reporting, Financial Assurance Estimates and General Regulatory Reporting Support Scope of Work

This Agreement's Effective Date is **March 5, 2024**.

Owner:

City of Dickinson  
\_\_\_\_\_  
(name of organization)

By: \_\_\_\_\_  
(authorized individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: Scott Decker  
(typed or printed)

Title: President of City Commission  
(typed or printed)

Address for giving notices:  
38 1<sup>st</sup> Street West  
Dickinson, ND 58601

Designated Representative:

Name: Aaron Praus  
(typed or printed)

Title: Public Works Director  
(typed or printed)

Address:  
3411 Public Works Blvd  
Dickinson, ND 58601

Phone: 701.456.7979

Email: \_\_\_\_\_

Engineer:

Houston Engineering Inc.  
\_\_\_\_\_  
(name of organization)

By: \_\_\_\_\_  
(authorized individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: Sherwin Wanner, PE  
(typed or printed)

Title: Project Manager/Office Manager  
(typed or printed)

Address for giving notices:  
3712 Lockport St  
Bismarck, ND 58102

Designated Representative:

Name: Sherwin Wanner, PE  
(typed or printed)

Title: Project Manager/Office Manager  
(typed or printed)

Address:  
135 Sims Street, Suite 204  
Dickinson, ND 58601

Phone: 701.323.0200

Email: swanner@houstoneng.com



**Attachments:**

## **Attachment 1: 2024 Groundwater Monitoring and Reporting Scope of Work**

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**Background Data:** The North Dakota Department of Environmental Quality (NDDEQ) issued the City of Dickinson's Permit Number 0315 to construct and operate a solid waste facility at its designated location. As part of the approved permit the NDDEQ requires annual groundwater monitoring and annual reporting of results in accordance with the permit approved Groundwater Monitoring Plan (GWMP).

### **Services of Engineer:**

1. Prepare an annual report presenting the groundwater data collected in 2023 including the statistical analysis of the 2023 groundwater quality data relative to the past groundwater quality data. NOTE: Groundwater data collected in 2024 will be submitted in an annual report to be provided in 2025.
2. Coordinate both the Spring 2024 (approximately May / June, weather and access permitting) and Fall 2024 (approximately October / November, weather and access permitting) sampling events with an approved sampling and testing services provider.
3. Obtain groundwater elevation data from the 13 monitoring wells according to the groundwater monitoring plan during both the spring and fall 2024 sampling events.
4. Measure the percent methane (% CH<sub>4</sub>), percent oxygen (% O<sub>2</sub>), and percent carbon dioxide (% CO<sub>2</sub>) in on-site building(s), leachate manhole(s), and groundwater monitoring wells on a semi- annual basis (May / June, and October / November 2023).
5. Collect groundwater samples from the 10 monitoring wells according to the groundwater monitoring plan during both the spring and fall 2024 sampling events.
6. Collect surface water samples (if surface water is present) from the onsite stormwater holding pond during the Spring 2024 sampling event.
7. Collect leachate samples according to the groundwater monitoring plan during both the spring and fall 2024 sampling events.
8. Analyze the samples collected according to the groundwater monitoring plan and as generally described below.
  - a. Groundwater:
    - 1) VOCs; Spring and Fall events.
    - 2) General Geochemical Parameters; Spring event.
    - 3) Total Metals; Spring event.
    - 4) Field Parameters; Spring and Fall events.
  - b. Leachate:
    - 1) VOCs; Spring and Fall events.
    - 2) General Geochemical Parameters; Spring and Fall events.
    - 3) Total Metals; Spring and Fall events.
    - 4) Field Parameters; Spring and Fall events.
  - c. Surface Water:
    - 1) pH, total suspended solids, chemical oxygen demand, lead (total) and oil and grease; Spring event.
    - 2) Field Parameters; Spring event.

- d. Quality Assurance/Quality Control samples relative to the groundwater quality data, to include:
  - 1) Trip blanks for analysis.
  - 2) Blind duplicate and equipment blanks for analysis of the parameters required.
  
9. As directed during the required permit action coordination meetings with the City of Dickinson and NDDEQ

**Timeframe:** The timeframe and/or due date as set forth in the permit documentation. Monitoring and sampling are through the end of 2024.

**Sub-Consultant Services:** Sub-Consultants retained for the 2024 Groundwater Monitoring and Reporting Scope of Work

- Minnesota Valley Testing Laboratories, Inc., 2616 E. Broadway Ave, Bismarck, ND 58501

**Estimates Costs:** Estimated Costs for the 2024 Groundwater Monitoring and Reporting Scope of Work

The total estimated fee for the engineering services is \$16,400. The Engineer services will be based on the cumulative hours charged during the billing period plus Reimbursable Expenses and Engineer's Consultant's charges. The subcontractor costs for Minnesota Valley Testing Laboratories (MVTL) to perform the sampling and analysis is estimated to be approximately \$27,400 and it is expected that MVTL will invoice the City directly for these services.

## **Attachment 2: 2024 NMOC Sampling, Analysis, and Reporting Scope of Work**

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**Background Data:** The North Dakota Department of Environmental Quality (NDDEQ) issued the City of Dickinson's Permit Number 0315 to construct and operate a solid waste facility at its designated location. The estimated NMOC (non-methane organic compounds) emission rate for the landfill has reached the 35 megagram per year threshold as specified in 40 CFR 60.754, and a Tier 2 assessment is warranted every 5 years. The previous Tier 2 assessment was completed in 2019.

### **Services of Engineer:**

1. Install up to 28 drive point methane monitoring locations within the pertinent waste areas of the Subtitle D landfill.
  - a. Assumes 12 hectares of landfill surface that has retained waste for at least 2 years; and a minimum of 2 sample probes per hectare.
  - b. The monitoring points will be installed to a depth of up to 8 feet below the surface.
  - c. Assumes 4 points will encounter refusal and re-drilling will be required.
2. Collect survey point data of all the drive points and geo-reference the survey points to the landfill benchmarks.
3. Landfill gas encountered at each monitoring location will be purged and the flow stabilized with respect to percent oxygen (O<sub>2</sub>), carbon dioxide (CO<sub>2</sub>), lower explosive limit (LEL) and Methane (CH<sub>4</sub>).
4. Landfill gas will be collected from each monitoring point in a 6-liter (L) summa canister for chemical analysis.
5. Composite samples will be collected to minimize sample analysis costs. Up to four samples may be composited in a 6L canister; the minimum individual sample size will be no less than 1L.
6. Composite samples will be analyzed for total NMOC as carbon, CH<sub>4</sub>, CO<sub>2</sub>, O<sub>2</sub>, and Nitrogen by EPA Method 25C and EPA Method 3C.
7. Calculate NMOC concentrations and prepare a report presenting the data generated during our activities with our conclusions and recommendations based on that data.
8. As directed during the required permit action coordination meetings with the City of Dickinson and NDDEQ

**Timeframe:** The timeframe for completion of the sample acquisition, chemical analysis and report preparation is the end of November, 2024.

**Sub-Consultant Services:** Sub-Consultants retained for the 2024 NMOC Sampling, Analysis, and Reporting Scope of Work

- Eurofins Laboratories Inc. will perform landfill gas chemical analysis.
- R&B Environmental Drilling or Traut Companies (depending on availability) will install the methane drive point sample probes for subsequent sampling by HEI.

**Estimates Costs:** Estimated Costs for the 2024 NMOC Sampling, Analysis, and Reporting Scope of Work

The total estimated fee for services is \$26,000. This cost estimate includes subcontractor costs for Eurofins Laboratories Inc. to perform the chemical analysis and R&B Environmental Drilling, LLC (RBE) or Traut Companies to perform field services. HEI will process the subcontractor invoices for inclusion in HEI billing. The portion of the estimated fee for Eurofins to perform the sampling and analysis services is \$4,000. The portion of the estimated fee for RBE / Traut to perform field services is \$7,300. The portion of the estimated fee for Engineer services is \$14,700. The Engineer services will be based on the cumulative hours charged during the billing period plus Reimbursable Expenses and Engineer's Consultant's charges. The total estimated fee will not be exceeded without prior written authorization of the Owner.

### **Attachment 3: 2024 Annual Volume Surveys, Utilization Summary Reporting, and General Permit Reporting Services**

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**Background Data:** The Dickinson Landfill Facility is a permitted facility through the North Dakota Department of Environmental Quality (NDDEQ) operating per Solid Waste Permit SW-315. Annually the Dickinson Landfill Facility is required to complete annual volume utilization reports, update post-closure care and financial test documentation, and respond to regulatory inspection reviews and comments.

**Services of Engineer:**

1. Complete annual site topographic survey of facility including waste disposal and cover soil excavation areas, via aerial survey methods, to develop a comparison surface. The survey information will be used to determine consumed landfill capacity and remaining disposal capacity at the Dickinson Landfill Facility since the previous annual survey. HEI completed the 2023 annual utilization survey on October 24, 2023. It is anticipated the 2024 annual survey will be completed in mid to late October 2024 for consistency.
2. Prepare 3-dimensional topographic surface of facility utilizing the aerial survey. Conduct volumetric analysis to compare utilization surfaces to determine waste placement during the comparison period. Conduct volumetric analysis comparing the October 2024 utilization survey to the proposed full buildout grades to determine facility lifespan. Prepare cross section surface drawings detailing the differences (cut/fill) between the annual comparison surfaces.
3. Prepare an annual volume utilization summary report for the landfill facility and for ongoing permit reporting.
4. Support the City to revise annual updates to the facilities post-closure care estimate and financial test documentation. Effort includes development of one (1) comment response letter generated by Houston Engineering, Inc.
5. Houston Engineering, Inc. has supported the City with miscellaneous requests, correspondence and responses to the NDDEQ in previous years. This task order includes an allotment to provide on-call engineering services in 2024 to support ongoing coordination with the NDDEQ to maintain compliance with the facilities Solid Waste Permit SW-315. HEI will complete activities only as requested and authorized by the City of Dickinson.

**Timeframe:** The proposed work will be completed by December 31, 2024.

**Sub-Consultant Services:** NA. All services anticipated under this task order will be completed exclusively by Houston Engineering, Inc.

**Estimates Costs:** Estimated Costs for the 2024 engineering support services identified in the above Scope of Work

The total estimated fee for services is \$12,900. This cost estimate includes an itemized breakdown of services as follows:

- 2024 Annual Waste Utilization Survey, Engineering Analysis and Reporting = \$5,400.00
- HEI support of 2024 revisions to the facilities post-closure care & financial test documentation = \$2,500.00

- On-call general engineering services (estimated fee) = \$5,000.00

The Engineer services will be based on the cumulative hours charged during the billing period plus Reimbursable Expenses and Engineer's Consultant's charges. The total estimated fee will not be exceeded without prior written authorization of the Owner.