

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

THIS IS AN AGREEMENT effective as of March 25, 2013 ("Effective Date") between  
City of Minot, North Dakota – 515 2<sup>nd</sup> Avenue SW, Minot, ND 58701 ("Owner") and  
CPS, Ltd. – 308 2<sup>nd</sup> Avenue North, Grand Forks, ND 58203 ("Engineer").

Owner's Project, of which Engineer's service under this Agreement are a part, is generally identified as follows:

City of Minot P# 3700 – City of Minot Municipal Solid Waste Facility Master Plan

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Engineer's services under this Agreement are generally identified as follows:

Landfill Operations Plan, 2012 Annual Landfill Groundwater Monitoring Report,

Preliminary Data Collection for Potential Landfill Expansion Area

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Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Exhibit C.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES**

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable 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.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

## **ARTICLE 4 - INVOICES AND PAYMENTS**

### **4.01 *Invoices***

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with Owner's standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 60 days of receipt.

### **4.02 *Payments***

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Failure to Pay: If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 0.5% per month (or the maximum rate of interest permitted by law, if less) from said sixtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. Disputed Invoices: If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. Legislative Actions: If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 - OPINIONS OF COST

### 5.01 *Opinions of Probable Cost*

- A. Engineer's opinions of probable Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the 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 Costs will not vary from opinions of probable Costs prepared by Engineer. If Owner requires greater assurance as to probable Costs, Owner must employ an independent cost estimator as provided in Exhibit B.

### 5.02 *Designing to Construction Cost Limit (Not Used)*

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 - GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* 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 Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants 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.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and regulations.
  - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the

standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. Not Used.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any sampling or laboratory work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of sampling and testing selected or used by any laboratory, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a laboratory to comply with Laws and Regulations applicable to such laboratory's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform Work.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any other persons (except Engineer's own agent, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services (Not Used)*

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile,

are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the 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 adaption 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 Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants 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.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Not Used.
- C. Not Used.

- D. Engineer shall deliver to the Owner certificate of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. Not Used.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

**6.05 *Suspension and Termination***

- A. *Suspension:*
  - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
  - 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend service under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
      - 3) Engineer shall have no liability to Owner on account of such termination.
    - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven 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 shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to 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 Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrator, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B 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.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted 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.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for an employee of any of them.
2. 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.
3. Not Used.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location. Engineer is aware that the site is an existing municipal solid waste and inert waste landfill.
- B. Not Used.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents 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 Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations. Engineer understands that the site is a solid waste disposal facility and has a general understanding of the materials disposed of at the site.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an “owner” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer’s activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner’s officers, directors, members, partners, agents, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent cause by any negligent act or omission of Engineer or Engineer’s officers, directors, members, partners, agents, employees, or Consultants.

B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer’s officers, directors, partners, employees, and the Engineer’s Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by negligent acts or omissions of Owner or Owner’s officers, directors, partners, employees, and Owner’s consultants with respect to this Agreement or the Project.

C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence or willful misconduct.

D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party’s total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party’s negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other’s employees, officers, directors, members, agents, insurers, partners, and consultants, 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 the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 - DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (included the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
  - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  - 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  - 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  - 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
  - 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
  - 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with

the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U. S. C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U. S. C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U. S. C. §§7401 et seq; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulation, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, Reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – The part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specific part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A Manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnished for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance, counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative (Not Included).
- E. Exhibit E, Notice of Acceptability of Work (Not Included).
- F. Exhibit F, Construction Cost Limit (Not Included).
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability (Not Included).
- J. Exhibit J, Special Provisions (Not Included).
- K. Exhibit K, Amendment to Owner-Engineer Agreement (Included For Reference Only).

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of the free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

Curt Zimbelman

By: B. Z. D.

Title: Mayor

Date Signed: 5-6-13

Address for giving notices:

PO Box 5006  
515 2<sup>nd</sup> Avenue SW

Minot, ND 58701

Designated Representative (Paragraph 8.03.A):

Dan Jonasson

Title: Public Works Director

Phone Number: (701) 857-4140

Facsimile Number: (701) 857-4130

E-Mail Address: dan.jonasson@minotnd.org

Engineer:

Michael Korman

By: Michael Korman, PE

Title: President

Date Signed: 4/27/2013

Engineer License or Firm's Certificate No. 062C

State of: North Dakota

Address for giving notices:

308 2<sup>nd</sup> Avenue North

Grand Forks, ND 58203

Designated Representative (Paragraph 8.03.A):

Melissa Knutson, PE

Title: Project Engineer

Phone Number: (701) 746-7459

Facsimile Number: (701) 746-8948

E-Mail Address: mknuston@cpsnd.com

This is EXHIBIT A, consisting of 20 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated March 25, 2013.

## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 - BASIC SERVICES**

#### **A1.01 *Study and Report***

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Perform or provide the following additional Study and Report Phase tasks or deliverables:

##### **100 Scoping Meetings**

101 Meeting with Minot City Staff: Meet in Minot with City staff to discuss the overall project scope, identify project deliverables and establish project timeline. Includes site visit to confirm basic knowledge of surface conditions existing at the Facility.

102 Meeting with North Dakota Department of Health (NDDH): Meet with NDDH to obtain comments and concurrence regarding predefined scope of Operations Plan, to establish required extents of submittals, and to discuss any issues that NDDH would require to be addressed for permit renewal of the existing disposal facility. Meeting will be held in Minot.

103 Travel: Two (2) round trips from Grand Forks to Minot.

200 Project Management: Perform general project management and coordination, including communications with the Owner, staff, and subconsultants, project scheduling, and resolution of project issues.

300 Data Collection: Receive, catalog, and perform cursory review of Facility data provided by Owner. Return any original documents to Owner within 30 days of

receipt. Major items of documentation provided by Owner are anticipated to include the following items:

- 301 Hydrologic / Geologic Plan
- 302 Workplans
- 303 Solid Waste Operations and Management Plans
- 304 Record Drawings
- 305 Waste Stream Data
- 306 Equipment and Maintenance Data
- 307 Facility Staffing and Job Description Data
- 308 Financial Information
- 309 Facility Permit Information
- 310 Existing Mapping

Collect additional data regarding the existing Facility, including:

- 311 New Aerial Survey (Existing Disposal Areas)

400 Discussions with City Personnel

401 Meetings with Solid Waste & Operations Managers, Supervisors & Operators:

Meet with landfill Facility personnel as identified by Owner to procure information regarding existing facility operations, procedures, equipment, personnel, and input pertinent to preparation of Work for Item 600. Meeting will be held in Minot.

402 Travel: One (1) round trip from Grand Forks to Minot.

403 Meetings with Stakeholders – Not Included, May be Added by Future Contract Amendment.

404 Meetings with Waste Haulers – Not Included, May be Added by Future Contract Amendment.

405 Meeting with Chef Container regarding Waste Reduction: Contact Chef Container to discuss waste reduction options and technologies. Coordinate and moderate conference call with Chef Container and designated Owner representatives. Owner shall provide applicable contact information.

406 Meetings with City Officials – Not Included, May be Added by Future Contract Amendment.

407 Solid Waste Advisory Group – Not Included, May be Added by Future Contract Amendment.

500 Permit Application: Complete *SFN19269 Application for a Solid Waste Management Facility Permit* based on existing site investigation data and Facility data updated as part of Item 600. Submit completed application form to Owner for review, approval, signature, and submittal to NDDH.

600 Disposal Operations and Maintenance Plan for MSW Landfill in E ½ of NW ¼ of Section 33 and Inert Waste Landfill in SE ¼ of SW ¼ and SW ¼ of SE ¼ of Section 28, Township 155 North, Range 83 West, Ward County, ND (Operations Plan): Coordinate, author and assemble a report regarding the Owner's existing active disposal areas. Submit draft Plan to Owner for review and comment. Incorporate comments into final document. Submit one (1) original document, one (1) hard

copy and one (1) Adobe PDF copy to Owner. Owner shall prepare and submit copies to NDDH as requested by NDDH. Report contents shall be as follows:

601 General Information: Describe general site-specific information, including the following:

- 601a Background: Describe history of landfill site development and waste disposal timeframes.
- 601b Purpose and Scope: State purpose of document and provide general layout and outline of Operations Plan.
- 601c Requirements: Provide summary of governing requirements for contents and implementation of Operations Plan.
- 601d Permit: Include copy of current Facility permit. Owner shall provide copy of permit for inclusion. Describe permit renewal periods.
- 601e Permitted Acceptance Rate / Volume: Note current limitations on waste acceptance volumes and time periods.
- 601f Ownership: List all parties owning property parcels within the legal boundary of the landfill site, including ownership of easements.
- 601g Contact Information: List daytime contact information for City of Minot Public Works, site property owners, landfill scalehouse, lead landfill operator, and after-hours emergency contact information.
- 601h Location / Legal Description: Describe general location of landfill facility and list legal description of landfill property. Legal description to be provided by Owner.
- 601i Easements: Describe general locations and list legal descriptions for easements existing within the boundaries of the landfill property and any easements outside the boundaries of the landfill property used for landfill activities and/or storage. Easement information will be provided by the Owner.
- 601j Site Description: Describe general site layout and existing site uses.
- 601k Facility Zoning: Identify zoning in place on Facility property based on data and zoning maps provided by the City.
- 601l Compliance with Siting Standards: Review existing site suitability report and describe compliance with NDDH siting standards as originally permitted. Note changes in site development that may alter status of compliance with siting standards, including:
  1. Site Geology
  2. NRCS Soil Survey
  3. Soil Boring Data
  4. Site Hydrogeology
  5. Groundwater Quality
  6. Surface Water Quality
  7. Aquifers
  8. Public Water Supply Wellhead Protection Areas
  9. Research 100- and 500-Year Floodplains

10. Known Failures
11. Woody Draws
12. Critical Habitats
13. Downgradient Drinking Water Supply Wells
14. Separation from Surface Water or Wetlands
15. Excavation Limits
16. State and National Parks
17. Airports
18. Pipelines and Transmission Lines

601m Facility Impacts on Endangered Species: Review past determination of endangered species for the Facility.

601n Compliance History: Discuss general Facility compliance history, any notices of violation and applicable corrective actions. Owner shall provide copies of any historical notices of violation and related correspondence and information.

601o Insurance: Describe insurance in effect at the Facility. Owner shall provide applicable data for inclusion.

601p Financial Assurance: Discuss financial assurance based on existing Facility permit data.

601q Disposal Areas: Describe disposal areas for waste types accepted, including location, stage of completion, and liner and cover systems in place.

601r Acres to be Filled, Permitted, Buffer: Quantify areas of disposal and compare to permit. Note areas with existing site where disposal is not permitted.

601s Current & Forecast Volumes: Calculate current waste in place and remaining Facility capacity based on Facility record drawings, aerial survey data, and waste disposal records. Owner shall provide historical disposal data records.

601t Utilities and Structures: Describe utilities and structures present at the Facility based on available record drawings and aerial survey. Owner shall provide Facility record drawings.

601u Waste Stream: Describe general character of waste stream based on waste disposal records. Owner shall provide waste disposal records.

601v Facility Access: Describe existing Facility access locations and controls, security and related controls.

602 Construction and Development: Discussion of Facility construction to date and planned construction to full build-out (does not include preparation of construction documents of any kind).

602a Disposal Area Boundary and Capacity: Describe disposal area locations, capacity as constructed, waste in place, and remaining capacity based on Facility record drawings, aerial survey, and disposal records. Owner shall provide record drawings and disposal records.

602b Existing Conditions: Describe Facility layout, site issues noted in any NDDH notices of violation, and provide general discussion of Facility site.

602c Excavated Contours: Describe depths and configuration of previously excavated disposal cells based on Facility record drawings. Provide exhibits with graphical representations of each distinct disposal area for which records are available. Owner shall provide record drawings.

602d Facility Roadway Network: Describe Facility roadway network.

602e Cross Sections: Describe existing cross sections of disposal cells based on aerial survey. Subsurface data will also be described as available from Owner-furnished disposal records.

602f Soil Borrow Sources and Characterization: Identify existing on-site areas in use for soil borrow. Sample borrow areas to a maximum depth of 15 feet and perform laboratory tests. Based on assumption that each soil borrow area to be characterized is generally homogenous in soil composition and characteristics.

602g Stockpile Areas: Identify existing on-site soil stockpile areas. Sample stockpiles to a maximum depth of 15 feet and perform laboratory tests. Based on assumption that each stockpile to be characterized is generally homogenous in soil composition and characteristics.

602h Surface Water Management: Summarize existing surface water management plan and procedures and practices currently undertaken to manage surface water.

602i Stormwater: Describe typical site stormwater and intensity-duration-frequency data published for the site. Discuss typical storm events and severity.

602j Run-on and Runoff Controls: Describe run-on and run-off controls in place at the existing Facility currently used to manage contact water.

602k Erosion and Sediment Control: Describe erosion and sediment controls in place at the existing Facility currently used to manage contact water. Provide details depicting proper installation of commonly used best management practices for stormwater management.

602l Landfill Gas Management and Migration Controls: Describe infrastructure and practices currently implemented at the Facility to manage landfill gas. Discuss thresholds that would require modifications to current practices.

602m Liners: Describe liner systems in place in existing disposal cells based on Facility record drawings. Owner shall provide record drawings.

602n Leachate Collection and Treatment - Leachate Generation Update: Update Facility calculations of leachate generation using the United States Army Corps of Engineers Hydrologic Evaluation of Landfill Performance (HELP) model. Describe assumptions, criteria, and results

of calculations. Describe existing leachate collection systems in place and collection and disposal of Facility leachate.

602o Groundwater and Gas Monitoring Systems and Compliance Boundary: Describe monitoring systems in place at the existing Facility and disposal areas applicable to existing monitoring devices.

602p MSW and Inert Waste Disposal Phasing: Discuss waste disposal phasing as affected by the following criteria:

1. Waste Density
2. Daily and Intermediate Cover
3. Final Closure Cap
4. Fill Development
5. Disposal Phase Volumes Fill & Cell Life Expectancies

602q MSW and Inert Facility Closure Plans: Describe MSW and inert Facility closure plans implemented to date and discuss NDDH requirements for future closure plans, including the following items:

1. General
2. Standards and Criteria
3. Closure Cap
4. Surface Water and Erosion & Sediment Control
5. Vegetation
6. Certification
7. Closure Costs and Financial Assurance

602r Final Cover Soil Management: Discuss practices in place and currently implemented to manage final cover soil materials.

602s Soil Borings on Existing Topsoil Piles: Perform soil borings on existing topsoil piles for the purpose of estimating original ground elevation and calculating approximate quantity of topsoil stockpiled if information available from historical survey data is not available.

602t Total Site Soil Balance: Perform calculation of soil materials needed for daily cover, intermediate cover, final cover, topsoil, and fire suppression. Estimate material available on site from areas within existing Facility to be developed into disposal areas, on-site stockpiles, and material that may be available from composting operations. Calculate difference to estimate total anticipated borrow needs for the lives of the disposal cells.

602u SPGM Plan: Analyze laboratory and field data obtained as part of Item 602f. If existing soil borrow sources are suitable for use as SPGM material, approximately quantify appropriate contribution to Item 602t. Discuss typical properties of soils encountered near the landfill area and whether SPGM borrow is readily available in the area. If SPGM is not anticipated to be readily available, discuss potential use of finished on-site compost as soil amendment.

602v Liner and Cover System Construction QA: Discuss scope and implementation of existing liner and cover system construction quality assurance plans.

602w Final End Use: Identify Owner's anticipated final end use for the Facility property.

603 General Facility Operations: Discussion of general Facility operations, including the following items:

- 603a General Location Standards: Indicate status of compliance with NDDH siting standards based on previous site suitability review.
- 603b General Facility Standards: Indicate general waste acceptance standards.
- 603c Facility Entry: Indicate Facility access points and restrictions.
- 603d Facility Hours of Operation: Note days and hours that Facility is in operation and days and hours that Facility is open for waste acceptance.
- 603e Facility Inspections and Maintenance: Describe frequency and scope of Facility inspections performed by Owner's personnel.
- 603f Facility Personnel: Describe existing Facility staffing.
  - 1. Training: Describe training currently offered and completed by Facility staff. Include training records for current Facility personnel. Owner shall provide copies of training records and data pertaining to courses offered and administered by Owner.
  - 2. Personnel Safety & Health: Describe safety and health provisions available at the site and procedures for reporting concerns and accidents.
- 603g Facility Data and Plans: List documents and plans available that contain information regarding the existing Facility and the current storage location for these documents. List will be based on data provided by Owner.
- 603h Methods and Sequence of Operation: Describe waste acceptance methods, handling procedures and sequences of operation regarding the following items:
  - 1. Water Protection
  - 2. Contact Water Management
  - 3. Spill Containment
  - 4. Blowing Debris Management
  - 5. Air Quality, Fugitive Dust and Odor Control
  - 6. Open Burning
  - 7. Facility Signage and Fencing
  - 8. Inspections
  - 9. Litter Control
  - 10. Bird Mitigation
  - 11. Vector Control
  - 12. Facility Access Roads

13. Site Survey Control
14. Leachate Management

603i Facility Buildings and Maintenance: Identify buildings existing within Facility boundaries and summarize Owner's existing maintenance plans.

603j Major Equipment, Maintenance and Replacement: List major equipment employed in disposal operations and summarize current maintenance and replacement schedule for the following equipment categories:

1. Transport Vehicles
2. Waste Handling Equipment
3. Scale
4. Personnel Vehicles

604 Waste Stream and Management, Handling & Covering: Describe waste acceptance, composition, and disposal procedures, including discussion of the following items:

604a Waste and Waste Generators: Identify major waste components and primary waste generators based on Facility records. Owner shall provide applicable waste disposal records.

604b Education: Describe existing waste education programs and informational materials available to waste generators, Facility staff, and the general public. Include copies of published materials. Owner shall provide copies of published materials for inclusion.

604c Prohibited Wastes: List general waste types not allowed to be disposed of at the Facility.

604d Acceptable Waste: List waste types specifically allowed to be disposed of at the Facility and describe waste acceptance, handling and disposal procedures for each waste type. It is understood that waste types accepted for disposal at the Facility include the following:

1. MSW
2. Inert Waste
3. Yard Waste
4. Brush and Trees
5. Ash
6. Asbestos
7. Metals
8. Appliances
9. Tires
10. Contaminated Soil
11. Waste Oil
12. Lime Sludge
13. Industrial and Special Waste - Not Included, May be Added by Future Contract Amendment (it is understood that industrial waste may be accepted and disposed of in the MSW disposal

area at the Facility as long as the volume accepted does not exceed ten percent of the daily and total MSW volume; the Operations Plan will include waste screening and acceptance of this waste will be discussed in general terms).

604e Waste Screening Process: Describe waste screening processes implemented prior to waste arrival at the Facility, upon waste arrival at the Facility, and upon deposition in the Facility disposal areas.

604f Load Inspection Program: Describe the procedures used for load inspections, including random and load-specific inspections.

604g Waste Acceptance Procedures: Describe the process to be followed by waste generators desiring to dispose of waste at the Facility. Include discussion of rejection of unacceptable loads.

605 Residuals Management Plan: Prepare description of residuals management activities undertaken at the Facility, including:

605a Recyclables: Describe current recycling and diversion programs and efforts undertaken by Owner to provide education in waste diversion.

605b Hazardous Waste: Describe current acceptance / diversion procedures for hazardous waste.

605c Leachate: Describe existing Facility leachate collection, transport and treatment mechanisms.

605d Landfill Gas and Tier II Sampling, Testing and Reporting: Perform Tier II gas sampling and reporting in accordance with USEPA and NDDH requirements, including the following items:

1. Coordination: Coordinate with Owner, staff and subconsultants for performance of sampling, testing, and reporting.
2. Workplan: Prepare a sampling workplan for submittal and approval by the North Dakota Department of Health.
3. Mobilization / Travel: Mobilize drilling equipment, sample probes, sampling equipment and personnel to the Facility to perform field work.
4. Drilling and Probe Installation: Bore locations a minimum of one (1) meter into underlying waste using a four-inch auger. Drilling to be performed by Material Testing Services, LLC. Install  $\frac{1}{2}$ -inch stainless steel gas probes, backfill annular space from bottom of bore hole to two feet below ground with pea rock. Fill top two inches of annular space with hydrated bentonite. Owner shall provide and install pea rock.
5. Sample Collection: Collect landfill gas samples using vacuum canisters and applicable sampling apparatus. Sample analysis will be performed by Triangle Laboratories in accordance with USEPA methods and as described in the NDDH-approved workplan.

6. Survey Sample Locations – Not Included (To be Performed by Owner)
7. Data Review, Analysis & Computations: Review analytical data for the presence and concentrations of nitrogen and oxygen, which would be an indicator of possible atmospheric contamination of sample. Compute average emission rate based on data received from Triangle Laboratories.
8. Tier II Sampling & Analysis Report: Prepare report documenting field sampling activities, analytical and computation data, and findings. Prepare related exhibits. Submit report to Owner for review and comment. Incorporate Owner comments as applicable. Provide original, one (1) hard copy, and electronic copy of report to Owner. Owner shall submit report to NDDH in formats and quantities requested by NDDH.

605e Annual Emissions Summary: Prepare 2012 Title V annual reporting documents. Submit to Owner for review, concurrence, and signatures. Owner shall submit documents to NDDH and provide Engineer with electronic copy of signed documents.

606 Contingency Plan: Describe procedures to be implemented in the event of the occurrence of potential accidents at the Facility, including the following:

- 606a General: Provide locations of instructions to be posted regarding contingency plans and contact information. Summarize Contingency Plan.
- 606b Fire or Explosion: Describe notifications, suppression techniques, available resources and capabilities, and available external assistance options.
- 606c Leaks: Describe notifications, containment and cleanup procedures.
- 606d Ground Water Contamination: Describe notifications and procedures to be followed upon discovery.
- 606e Other Releases: Describe notifications and procedures to be followed upon discovery.
- 606f Safety Procedures: Describe safety procedures implemented at the Facility to minimize the potential for hazards. Provide general description of training offered and administered regarding safety and handling procedures.
- 606g Local Health Resources: Describe local health resources that may be available to assist in responses applicable to the Contingency Plan.

607 Facility Inspection and Reporting: Provide a list of inspections and reporting to be completed by Owner during the normal course of operations. Include copies of existing forms to be used for Facility inspections.

607a General: General discussion of Facility reporting requirements.

1. Recordkeeping Requirements: Description of records to be maintained on site at the Facility and at Minot Public Works Department.
2. Random Inspection Records: Description of how random inspections are conducted and copy of inspection form to be used.
3. Training Records: Description of operator and staff training records to be maintained and copy of forms to be used to log training.
4. Notification: Include copies of notifications on file with Owner. Owner to provide copies of existing notifications.
5. Closure and Post-Closure Plans: List of notifications and approvals required and documents to be prepared for reporting on closure and post-closure projects. Forms to be used will be project-specific and are not included herein.
6. Estimates and Financial Assurance: Include copies of estimates related to costs prepared as part of other items and description of financial assurance reporting required.
7. Permits: Include copies of existing Facility permits and provide itemized list of reporting required as part of each permit. Provide copies of forms to be used for reporting.
8. Operation Plans: Provide itemized list of reporting required as specified in the Operations Plan and subparts.
9. Waste Stream: Provide itemized list of waste stream reporting requirements and copies of forms to be used for reporting.
10. Bird Control Program: Provide itemized list of reporting requirements applicable to the Facility's Bird Control Program and copies of forms to be used for reporting.

607b Environmental Monitoring and Reporting: Identify Facility programs requiring environmental monitoring and reporting.

1. Ground Water Monitoring: Provide itemized list of monitoring and reporting required as part of the Facility's Ground Water Monitoring program. Include outline to be used for monitoring report documents.
2. Surface Water Monitoring: Provide itemized list of monitoring and reporting required as part of the Facility's Surface Water Monitoring program. Include copies of forms to be used for monitoring and reporting.
3. Leachate Monitoring: Provide itemized list of monitoring and reporting required as part of the Facility's Leachate Monitoring program. Include copies of forms to be used for monitoring and reporting.

607c Gas Monitoring Results and Remediation Plans: Provide itemized list of monitoring and reporting required as part of the Facility's Landfill Gas Monitoring program. Include copies of forms to be used for reporting.

607d Facility Annual Report Data: Provide itemized list of items to be contained in the Facility's annual report to NDDH.

608 MSW Postclosure Care: Provide description of Postclosure requirements and applicable information for the Facility's MSW disposal area, including the following information:

- 608a General Standards: Describe standards governing MSW disposal area postclosure care.
- 608b Duration of Postclosure Care: Indicate required duration of MSW disposal area postclosure care.
- 608c Inspections: Describe inspection frequency, items required to be inspected, and reporting contents and instructions.
- 608d Monitoring: Describe items requiring monitoring, required monitoring frequency, reporting requirements and frequency, and submittal requirements.
- 608e Facility Maintenance: Describe general Facility maintenance requirements typical for a MSW disposal area of similar size and waste stream.
- 608f Postclosure Contact Personnel: List contact information designated by Owner. Owner to provide contact names and information for inclusion.
- 608g Records: Describe Facility records to be maintained during the postclosure period and where the records will be kept. Owner shall provide records storage location information.
- 608h Postclosure Costs and Financial Assurance: Discussion of identified postclosure costs and financial assurance as indicated in the current Facility permit application with updates based on Work performed as part of the Operations Plan.

609 References: List references cited and relied upon in the Operations Plan.

610 Appendices: Assemble appendices consisting of figures, tables, and operations documents referenced in the Operations Plan.

611 Production: Provide original document, one (1) hard copy, and electronic copy of report in .pdf format to Owner. Following review and concurrence, Owner shall submit copies to NDDH as requested by NDDH.

700 Hydrologic / Geologic Plan

- 701 Review Existing Plan: Review existing hydrologic / geologic plan to the extent necessary to describe site conditions in the Operations Plan.
- 702 Workplan- Not Included, May be Added by Future Contract Amendment.
- 703 Plan Update - Not Included, May be Added by Future Contract Amendment.
- 704 Coordination with NDDH: Perform cursory review of existing hydrologic / geologic plan with NDDH to determine whether or not updates to the existing plan are necessary to secure permit renewal for the existing Facility.

800 Ground Water and Surface Water Monitoring Plan

801 Review Existing Plan: Review existing ground water and surface water monitoring plan to the extent necessary to describe required monitoring in the Operations Plan.

802 2012 Groundwater Monitoring Report: Prepare 2012 Annual Landfill Groundwater Monitoring Report for Owner's existing Facility.

802a Data Standardization: Review historical sampling data and standardize data for each location, parameter, unit, and sampling date. Engineer does not assume responsibility for accuracy or correctness of reported data, and no warranties of sample data are expressed or implied. Owner shall provide a complete set of electronic data in .txt, .csv, or Microsoft Excel format; data shall be delineated by sampling location, parameter sampled, date of sample, method reporting limit, result, and units reported.

802b Data Import and Review: Import data into ChemPoint and ChemStat software. Review data for software compatibility and proper import.

802c 2012 Field Sampling Data Review: Review field sampler's notes and compare noted field sampling procedures to procedures specified in the existing Facility sampling plan. Note deviations from specified procedures and apparent anomalies.

802d Report Document: Prepare 2012 Annual Landfill Groundwater Monitoring Report for Owner's existing Facility. Report sections shall include the following:

1. Facility Information: General description of site location, identification of operating permit, and general discussion of site layout and waste disposal based on existing Facility documents.
2. Site Hydrogeology: General description of site soils, area aquifers and water bodies, and groundwater flow based on existing Facility documents.
3. Statistical Methods: Description of software used and statistical methods applied to sample data to produce statistical analysis output.
4. Field Sampling Data: Describe noted deviations from specified sampling procedures and apparent anomalies noted in field sampling data.
5. Statistical Analysis Results: Summarize statistical analysis results, including volatile organic compound (VOC) detections, United States Environmental Protection Agency (USEPA) maximum contaminant level (MCL) exceedances, outliers, Shewhart-CUSUM control chart limit exceedances, and identified trends.

6. Observations and Recommendations: Summarize overall observations and note recommendations regarding sample verification, well repairs, and coordination with NDDH.
7. General Figures: Prepare 11"x17" exhibit depicting the layout of the existing Facility, including disposal area locations and existing monitoring wells.
8. Potentiometric Surface Maps: Prepare 11"x17" exhibit depicting contours of potentiometric surface(s) based on static water level data from 2012 sampling events. If data are not suitable for generation of potentiometric surface contours, exhibit will depict static water levels reported at each location measured in 2012.
9. General Tables: Prepare tables of general site and statistical information, including monitoring well locations, sampling schedule, parameter groups, static water levels, and USEPA MCL thresholds.
10. Historical VOC Detections: Prepare table of historical VOC Detections.
11. Historical MCL Exceedances: Prepare table of historical MCL exceedances.
12. Time-Concentration Graphs: Prepare Time-Concentration graphs for wells and parameters tested in 2012 using ChemStat output format.
13. Outlier Analysis: Prepare table of outliers excluded from statistical analysis.
14. Shewhart-CUSUM Control Charts: Prepare Shewhart-CUSUM control charts for wells and parameters with a sufficient number of historical samples and detected concentrations to be statistically appropriate.
15. Trend Analysis: Perform trend analysis on data where Shewhart-CUSUM control chart thresholds are exceeded.
16. Production: Provide original document, one (1) hard copy, and electronic copy of report in .pdf format to Owner. Following review and concurrence, Owner shall submit one (1) hard copy and electronic copy to NDDH.

803 Plan Update - Not Included, May be Added by Future Contract Amendment.

804 Coordination with NDDH: Perform cursory review of existing ground water and surface monitoring plan with NDDH to determine whether or not updates to the existing plan are necessary to secure permit renewal for the existing Facility. Coordinate with NDDH regarding any concerns to be addressed in the preparation of the 2012 Annual Landfill Groundwater Monitoring Report for the Facility.

900 Financial Analysis Plan: Perform the following services related to analysis of financial data for Owner's existing disposal Facility:

901 Review Existing Plan: Perform cursory review of financial analysis plan furnished by Owner to the extent necessary to determine current waste acceptance rates and basis of rate establishment. Does not include an evaluation of the current operation, new programs, alternatives, or new expansion areas.

902 Current Budget Estimates and Rates: Review Owner's budget for landfill operations, waste quantities and waste acceptance rates to determine whether or not projected fees satisfy budget constraints.

903 Staff Utilization: Review waste acceptance and disposal procedures to determine whether or not modifications to on-site personnel assignments would be recommended to optimize disposal operations efficiency.

904 Hours and Days of Operation: Review waste acceptance volumes and compare to available personnel and equipment during established hours and days of operation to determine whether additional operating hours are necessary to meet waste acceptance and disposal needs.

905 Similar Facility Comparison: Obtain waste disposal fees collected by other facilities of similar size and function. Limited to a maximum of five (5) facilities within the state of North Dakota.

1000 Preliminary Data Collection for Potential Landfill Expansion Area: Prepare documents related to development of the area generally described as the East ½ of Section 32, Township 155 North, Range 83 West, Ward County, ND, for the purpose of siting a MSW landfill. Prepare the following documents:

1001 Solicitation of Views (SOV's): USACE, FAA, USFWS: Prepare letters and appropriate accompanying exhibits. Submit draft letters and exhibits to City for review and concurrence. Incorporate City Comments. Transmit SOV's to United States Army Corps of Engineers regulatory office, Federal Aviation Administration, and United States Fish and Wildlife Service.

1002 Preapplication: Prepare preapplication for siting a municipal solid waste landfill including general information specified in North Dakota Administrative Code 33-20-03.1: facility location, capacity projection, size, daily waste receipts, type of waste accepted, years of operation, description of operation and costs, discussion of compliance with local zoning requirements and district waste management plan, and preliminary site assessment based on available information regarding site geology, hydrogeology, topography, soils, and hydrology. Submit preapplication to Owner for review and comment. Incorporate Owner comments. Submit one (1) original document, one (1) hard copy and one (1) Adobe PDF copy to Owner. Owner shall prepare and submit copies to NDDH as requested by NDDH.

1003 Aerial Survey: Perform aerial survey of the area generally described as the East ½ of Section 32, Township 155 North, Range 83 West, Ward County,

ND. Includes flight, aerial triangulation, stereo compilation, and CAD editing. Accuracy of aerial survey will be suitable for mapping to a scale of 1"=50'. Process data to indicate topography at one (1)-foot contour intervals. Provide Owner with electronic copies of digital terrain model in .dtm format, CAD file of topography in .dwg format, and electronic copy of orthophoto. Owner shall set photo panels and provide RTK GPS locations of bench marks and panels to Engineer in ASCII format. Owner shall also provide ground survey as necessary to supplement the aerial survey in areas where the ground may be obscured or features are not readily identifiable. Ground survey data shall be provided to Engineer in ASCII format.

1004 Soil Borings: Perform fourteen (14) soil borings to a depth of 25 feet below ground surface and four (4) soil borings to a depth of 50 feet. Visually classify samples in accordance with ASTM standards. Perform in-situ moisture content and density tests at approximate five-foot intervals, determine Atterberg limits and perform soil particle size analysis through #200 sieve on recovered samples as appropriate. Owner shall stake boring locations in advance of soil boring operations. Provide report including soil boring and soil testing results and evaluation of site soils related to site suitability for use as an MSW landfill site.

1005 Ground Survey (Aerial Control) - Not Included (To be Performed by Owner).

1006 Plat (Preparation Only; City Meetings, Boundary Survey, Monumentation Not Included): Prepare plat document and application. Owner shall provide property information from County Register of Deeds. Owner shall monument new property corners. Engineer will prepare corner recordation forms; Owner shall record corners with Ward County Recorders Office. Does not include attendance of Planning and Zoning Commission or City Council meetings for plat approval.

1007 Notarized Affidavit with County Register of Deeds: Prepare *Affidavit of Solid Waste Disposal Facility*. Submit affidavit to Owner for signatures. Owner shall file affidavit with County Register of Deeds and provide copy to Engineer.

1100 Additional Items – Not Included, May be Added by Future Contract Amendment.

- Environmental Assessments
- Project Design and Construction
- Environmental Compliance Issues
- Storm Water and Drainage Improvements
- Public Information and Notifications
- Personnel and Equipment Needs Assessment
- Landfill Gas and Leachate Management Plans
- Leachate Connection to Sanitary Sewer
- Land Acquisition
- Collection Issues and Recommendations

A1.02 *Preliminary Design (Not Used)*

A1.03 *Final Design (Not Used)*

A1.04 *Bidding (Not Used)*

A1.05 *Construction Phase (Not Used)*

A1.06 *Post-Construction Phase (Not Used)*

## PART 2 - ADDITIONAL SERVICES

### A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
  1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, change in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
  5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  6. Providing renderings or models for Owner's use.
  7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
  8. Furnishing services of Consultants for other than Basic Services.
  9. Not Used.
  10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.

11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, cost estimating, project peer review, and performing or furnishing services required to revise studies or reports as a result of such review processes.
12. Not Used.
13. Not Used.
14. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Not Used.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Not Used.
18. Not Used.
19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
20. Providing more extensive services required to enable Engineering to issue notices or certifications requested by Owner.
21. Not Used.
22. Not Used.
23. Not Used.
24. Not Used.
25. Studies or preparation of additional documents as may be required by NDDH or other governing entities, and additional work necessary for site permitting and other approvals.
26. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

**A2.02 Additional Services Requiring Owner's Verbal or Written Authorization**

- A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer shall request or obtain specific verbal or advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
2. Not Used.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause, (4) a significant amount of defective, neglected, or delayed work by Contractor, or (5) acceleration of the progress schedule involving services beyond normal working hours.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by others in connection with the Work.
7. Not Used.
8. Not Used.
9. While at the Site, compliance by Engineer and its staff with those terms of Owner's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required by engineering personnel by federal, state, or local safety authorities for similar sites.
10. Additional studies or investigations requested by the City of Minot or the North Dakota Department of Health.

This is EXHIBIT B, consisting of 3 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated March 25, 2013.

### **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as in reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surfaces or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof; other than those identified in Exhibit A.
  - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work. Engineer understands that the site is a solid waste disposal facility and has a general understanding of the materials disposed of at the site.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all documents presented by Engineer (including obtaining advice or an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose entities other than Engineer have used the money paid.
- J. Place and pay for advertisement for public notices in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so the Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. Not Used.
- N. Not Used.
- O. Attend Project-related meetings.
- P. Not Used.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Provide timely review of Engineer's submittals and submit comments to Engineer in writing.

T. Provide Engineer with the following documents and data:

1. Hydrologic / Geologic Plan
2. Workplans
3. Solid Waste Operations and Management Plans
4. Record Drawings
5. Waste Stream Data and Historical Disposal Records
6. Equipment and Maintenance Data
7. Facility Staffing and Job Description Data
8. Financial Information
9. Facility Permit Information
10. Existing Facility Mapping
11. Contact Information as Required
12. Facility Permit
13. Zoning Maps and/or Related Information
14. Historical Notices of Violation and Related Correspondence
15. Facility Insurance Information
16. Existing Facility Development Plans
17. Site Suitability Review
18. Ground Water and Surface Water Monitoring Plans
19. Facility Equipment Information and Maintenance Plans
20. Applicable Training Information and Records
21. Record Storage Location Information
22. Historical Facility Monitoring Records
23. Signed Copies of Final Project Deliverables for which Owner Signatures are Required

This is EXHIBIT C, consisting of 3 pages, referred to in the part of the Agreement between Owner and Engineer for Professional Services dated March 25, 2013.

## **Payments to Engineer for Services and Reimbursable Expenses**

### **Basic Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

## ARTICLE 2 – OWNER'S RESPONSIBILITIES

## C2.01 Compensation for Basic Services – Standard Hourly Rates Method of Payments

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.
2. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
3. The total compensation for services under Paragraph C2.01 is estimated to be \$249,613 based on the following estimated distribution of compensation (see Appendix 3 to Exhibit C for additional details):
  - a. Study and Report \$ 249,613
  - b. Preliminary Design \$ Not Included
  - c. Final Design \$ Not Included
  - d. Bidding \$ Not Included
  - e. Construction \$ Not Included
  - f. Post-Construction \$ Not Included
4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporated all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultants' charges.
6. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of

Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.

7. The Standard hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1 of each year) to reflect equitable changes in the compensation payable to Engineer.

#### C2.02 Compensation for Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, Drawings, Specifications, Bidding Documents, Specialized Equipment, and similar Project –related items in addition to those required under Exhibit A.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.00.

#### C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer time a factor of 1.10.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts:
  1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and

Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is Appendix 1 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated March 25, 2013.

### **Reimbursable Expenses Schedule**

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

<b>Reimbursable Expenses</b>	<b>Rates</b>
Consultants	Cost + 10%
Printing	
BW Letter Copies	\$0.10 per Copy
Color Letter Copies	\$0.20 per Copy
BW Tabloid Copies	\$0.20 per Copy
Color Tabloid Copies	\$0.40 per Copy
BW Bond Plots	\$0.75 per SF
BW Mylar Plots	\$1.50 per SF
Color Bond Plots	\$1.25 per SF
Color High Gloss Plots	\$2.25 per SF
Electronic Media	
CD	\$5.00 per Each
DVD	\$10.00 per Each
Travel Vehicles	\$0.60 per Mile
Survey Vehicles	\$0.75 per Mile
Air Travel / Rental Car	Actual Cost
Meals	
Breakfast	\$7.00 per Meal
Lunch	\$8.00 per Meal
Dinner	\$15.00 per Meal
Lodging	Actual Cost
Equipment	
RTK GPS Station	\$50.00 per Hour
Total Station	\$10.00 per Hour
Boat / Snowmobile	\$125.00 per Day
Cobra Jackhammer	\$50.00 per Hour
Ranger ATV	\$175.00 per Day
Trailer	\$50.00 per Day
Survey Field Supplies	
Survey Monuments	\$5.00 per Each
Fence Posts	\$8.00 per Each
Survey Lath (100 Lath per Bundle)	\$40.00 per Bundle
Survey Hubs (50 Hubs per Bundle)	\$10.00 per Bundle

Rates are adjusted each year on January 1.

This is Appendix 2 to EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for professional services dated March 25, 2013.

### **Standard Hourly Rates Schedule**

**A. Standard Hourly Rates:**

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

**B. Schedule:**

CPS, Ltd. hourly rates for services performed are:

<b>Employee Classification</b>	<b>2013 Rates</b>
<b>Engineers</b>	
Engineer 1	\$89 per Hour
Engineer 2	\$99 per Hour
Engineer 3	\$108 per Hour
Engineer 4	\$118 per Hour
Engineer 5	\$131 per Hour
Engineer 6	\$141 per Hour
<b>Surveyors</b>	
Surveyor Assistant 1	\$55 per Hour
Surveyor Assistant 2	\$60 per Hour
Land Surveyor 1	\$89 per Hour
Land Surveyor 2	\$94 per Hour
Land Surveyor 3	\$108 per Hour
Land Surveyor 4	\$118 per Hour
<b>Technicians</b>	
Field Assistant	\$55 per Hour
Engineering Technician 1	\$60 per Hour
Engineering Technician 2	\$76 per Hour
Engineering Technician 3	\$89 per Hour
Engineering Technician 4	\$99 per Hour
Engineering Technician 5	\$108 per Hour
Engineering Technician 6	\$113 per Hour
<b>Scientists</b>	
Environmental Scientist 1	\$105 per Hour
Environmental Scientist 2	\$130 per Hour
<b>Administrative</b>	
Administrative Assistant 1	\$48 per Hour
Administrative Assistant 2	\$57 per Hour
Accountant	\$88 per Hour

Rates are adjusted each year on January 1.

**Appendix 3 to Exhibit C**

**City of Minot Municipal Solid Waste Facility Master Plan**

City Project No.: 3700

CPS Project No. 13020

April 23, 2013



Task	(Hourly Rates)	Hours By Employee Classification												Total
		Engineer 6	Engineer 5	Engineer 2	Engineer 1	Environmental Scientist 2	Environmental Scientist 1	Eng. Tech. 6	Eng. Tech. 4	Land Surveyor 4	Land Surveyor 2	Survey Assistant 1	Admin. 2	
		141	131	99	89	130	105	\$ 113	\$ 99	\$ 118	\$ 94	\$ 55	\$ 57	
100	<b>Scoping Meetings</b>													\$ -
101	Meeting with City Staff	3	3											\$ 816
102	Meeting with NDDH	2	2											\$ 544
103	Travel	14	14											\$ 3,808
200	<b>Project Management</b>	25	15											\$ 5,490
300	<b>Data Collection</b>													\$ -
301	Hydrologic / Geologic Plan													1 \$ 57
302	Workplans													4 \$ 228
303	Solid Waste Operations and Management Plans													2 \$ 114
304	Record Drawings	1												4 \$ 359
305	Waste Stream Data	2												1 \$ 319
306	Equipment and Maintenance Data	2												2 \$ 376
307	Facility Staffing and Job Description Data	2												2 \$ 376
308	Financial Information	1	2											2 \$ 517
309	Facility Permit Information	2	2											1 \$ 601
310	Existing Mapping	1												2 \$ 245
311	New Aerial Survey (Existing Disposal Areas)	4	4	4						8				\$ 2,276
400	<b>Discussions with City Personnel</b>													\$ -
401	Meetings with Solid Waste & Operations Managers, Supervisors & Operators	4	4											\$ 1,088
402	Travel	7	7											\$ 1,904
403	Meetings with Stakeholders - Not Included													\$ -
404	Meetings with Waste Haulers - Not Included													\$ -
405	Meeting with Chef Container Regarding Waste Reduction	4	4											\$ 1,088
406	Meetings with City Officials - Not Included													\$ -
407	Solid Waste Advisory Group - Not Included													\$ -
500	<b>Permit Application</b>	4	16			4								\$ 3,016
600	Disposal Operations and Maintenance Plan for MSW Landfill in E 1/2 of NW 1/4 of Sec 33 and Inert Waste Landfill in SE 1/4 of SW 1/4 and SW 1/4 of SE 1/4 of Section 28, T155N, R83W Ward County, ND													\$ -
601	<b>General Information</b>													\$ -
601a	Background	4	8											\$ 1,612
601b	Purpose and Scope		1			2								\$ 309
601c	Requirements	1				2								\$ 319
601d	Permit				1									\$ 89
601e	Permitted Acceptance Rate / Volume					1								\$ 89
601f	Ownership					1								\$ 89
601g	Contact Information		1			1								\$ 220
601h	Location / Legal Description	1				1					2			\$ 466
601i	Easements					1					4			\$ 561
601j	Site Description					2								\$ 178
601k	Facility Zoning					1								\$ 89

Appendix 3 to Exhibit C

City of Minot Municipal Solid Waste Facility Master Plan

City Project No.: 3700

CPS Project No. 13020

April 23, 2013



Task	Hours By Employee Classification												Total
	Engineer 6	Engineer 5	Engineer 2	Engineer 1	Environmental Scientist 2	Environmental Scientist 1	Eng. Tech. 6	Eng. Tech. 4	Land Surveyor 4	Land Surveyor 2	Survey Assistant 1	Admin. 2	
	(Hourly Rates)	141	131	99	89	130	105	\$ 113	\$ 99	\$ 118	\$ 94	\$ 55	\$ 57
601l Compliance with Siting Standards	14	19			36		8		20	2			\$ 10,723
601m Facility Impacts on Endangered Species					2								\$ 178
601n Compliance History		2			2								\$ 440
601o Insurance					1								\$ 89
601p Financial Assurance	2				1								\$ 371
601q Disposal Areas		1			2								\$ 309
601r Acres to be Filled, Permitted, Buffer	1	2			2								\$ 581
601s Current & Forecast Volumes	1	2			4								\$ 759
601t Utilities and Structures					2								\$ 178
601u Waste Stream	2	3			3								\$ 942
601v Facility Access	1	4											\$ 665
602 Construction and Development													\$ -
602a Disposal Area Boundary and Capacity	1	1	12	2									\$ 1,638
602b Existing Conditions		2		4									\$ 618
602c Excavated Contours	1			2				6					\$ 903
602d Facility Roadway Network	1			2				8					\$ 1,101
602e Cross Sections		2		2				12					\$ 1,628
602f Soil Borrow Sources and Characterization	1	6	4	4		2							\$ 1,889
602g Stockpile Areas		2		1									\$ 351
602h Surface Water Management	2			4		2		4					\$ 1,244
602i Stormwater	16	6		2									\$ 3,220
602j Run-on and Runoff Controls	2	6				1		4					\$ 1,569
602k Erosion and Sediment Control	4	8				1	4	4					\$ 2,565
602l Landfill Gas Management and Migration Controls	4	1	2	2		1							\$ 1,176
602m Liners		2	1	2				2					\$ 737
602n Leachate Collection and Treatment: Leachate Generation Update	2	2	4			1							\$ 1,045
602o Groundwater and Gas Monitoring Systems and Compliance Boundary		2		2				4					\$ 836
602p MSW and Inert Waste Disposal Phasing	14	10		12		6	8	10					\$ 6,876
602q MSW and Inert Facility Closure Plans	8	6		12		6							\$ 3,612
602r Final Cover Soil Management		1	2	2		2	4						\$ 1,169
602s Soil Borings on Existing Topsoil Piles		1		2									\$ 309
602t Total Site Soil Balance	1	2		2			8						\$ 1,485
602u SPGM Plan	2	12		8		1		8					\$ 3,463
602v Liner and Cover System Construction CQA	1	2	4			2							\$ 1,009
602w Final End Use	1	1		1									\$ 361
603 General Facility Operations													\$ -
603a General Location Standards	1				2								\$ 319
603b General Facility Standards		1			2								\$ 309
603c Facility Entry					1								\$ 89
603d Facility Hours of Operation					1								\$ 89
603e Facility Inspections and Maintenance		1			2								\$ 309
603f Facility Personnel		2			2								\$ 440
603g Facility Data and Plans	4	2		4									\$ 1,182

Appendix 3 to Exhibit C

City of Minot Municipal Solid Waste Facility Master Plan

City Project No.: 3700

CPS Project No. 13020

April 23, 2013



Task	Hours By Employee Classification												
	Engineer 6	Engineer 5	Engineer 2	Engineer 1	Environmental Scientist 2	Environmental Scientist 1	Eng. Tech. 6	Eng. Tech. 4	Land Surveyor 4	Land Surveyor 2	Survey Assistant 1	Admin. 2	
	(Hourly Rates)	141	131	99	89	130	105	\$ 113	\$ 99	\$ 118	\$ 94	\$ 55	\$ 57
603h Methods and Sequence of Operation	2	4	4	20		3							\$ 3,297
603i Facility Buildings and Maintenance				2									\$ 178
603j Major Equipment, Maintenance and Replacement	1	2		9									\$ 1,204
604 Waste Stream and Management, Handling & Covering													\$ -
604a Waste and Waste Generators				2									\$ 178
604b Education	8	8	2										\$ 2,018
604c Prohibited Wastes				1									\$ 89
604d Acceptable Waste	1	7		21									\$ 2,927
604e Waste Screening Process	4		2										\$ 742
604f Load Inspection Program	4		2										\$ 742
604g Waste Acceptance Procedures	2	1		2									\$ 591
605 Residuals Management Plan													\$ -
605a Recyclables - 40% Waste Reduction Goal	1	2		8									\$ 1,115
605b Hazardous Waste		1		2									\$ 309
605c Leachate		1		2									\$ 309
605d Landfill Gas and Tier II Sampling, Testing and Reporting													\$ -
605d Coordination	8	2			6								\$ 2,170
605d Workplan	4	2		16	2	1							\$ 2,615
605d Mobilization / Travel					7	18							\$ 2,963
605d Drilling and Probe Installation					32	25							\$ 6,098
605d Sample Collection					40	30							\$ 7,460
605e Survey Sample Locations - Not Included (To be Performed by City)													\$ -
605e Data Review, Analysis and Computations		4		8									\$ 1,236
605e Tier II Sampling & Analysis Report	8	4		24	4	2		4				2	\$ 5,028
605e Title V Annual Emissions Summary (1)		6			1								\$ 916
606 Contingency Plan													\$ -
606a General	1	2		1									\$ 492
606b Fire or Explosion				2									\$ 178
606c Leaks				1									\$ 89
606d Ground Water Contamination				2									\$ 178
606e Other Releases				2									\$ 178
606f Safety Procedures				2									\$ 178
606g Local Health Resources				2									\$ 178
607 Facility Inspection and Reporting													\$ -
607a General	2	3	9	24									\$ 3,702
607b Environmental Monitoring and Reporting	2	3		8		1							\$ 1,492
607c Gas Monitoring Results and Remediation Plans	1			2									\$ 319
607d Facility Annual Report Data		2		2									\$ 440

Appendix 3 to Exhibit C

City of Minot Municipal Solid Waste Facility Master Plan

City Project No.: 3700

CPS Project No. 13020

April 23, 2013



Task	(Hourly Rates)	Hours By Employee Classification												Total
		Engineer 6	Engineer 5	Engineer 2	Engineer 1	Environmental Scientist 2	Environmental Scientist 1	Eng. Tech. 6	Eng. Tech. 4	Land Surveyor 4	Land Surveyor 2	Survey Assistant 1	Admin. 2	
		141	131	99	89	130	105	\$ 113	\$ 99	\$ 118	\$ 94	\$ 55	\$ 57	
608	<b>MSW Postclosure Care</b>													\$ -
608a	General Standards			1			4							\$ 487
608b	Duration of Postclosure Care						2							\$ 178
608c	Inspections	1					2							\$ 319
608d	Monitoring			2			4							\$ 618
608e	Facility Maintenance						2							\$ 178
608f	Postclosure Contact Personnel		1			1								\$ 220
608g	Records					2	2							\$ 376
608h	Postclosure Costs and Financial Assurance	2	4	2	8									\$ 1,716
609	<b>References</b>		1	1			4							\$ 628
610	<b>Appendices</b>	1	2	2	8									\$ 1,313
611	Production				4								16	\$ 1,268
700	<b>Hydrologic / Geologic Plan</b>													\$ -
701	Review Existing Plan	2	4	4										\$ 1,202
702	Workplan- Not Included													\$ -
703	Plan Update - Not Included													\$ -
704	Coordination with NDDH		2											\$ 262
800	<b>Ground Water and Surface Water Monitoring Plan</b>													\$ -
801	Review Existing Plan	1	2	2										\$ 601
802	<b>2012 Groundwater Monitoring Report</b>													\$ -
802a	Data Standardization		32	8										\$ 4,984
802b	Data Import and Review	1	4											\$ 527
802c	2012 Field Sampling Data Review		1	2										\$ 329
802d	Report Document	2	19	57										\$ 8,414
803	Plan Update - Not Included													\$ -
804	Coordination with NDDH		2											\$ 262
900	<b>Financial Analysis Plan</b>													\$ -
901	Review Existing Plan	2	2	2										\$ 742
902	Current Budget Estimates and Rates	1	1	2										\$ 470
903	Staff Utilization	4	8	8										\$ 2,404
904	Hours and Days of Operation	1	1	2										\$ 470
905	Similar Facility Comparison	1	8	4										\$ 1,585
1000	<b>Preliminary Data Collection for Potential Landfill Expansion Area</b>													\$ -
1001	SOV's: USACE, FAA, USFWS	1	4						2					\$ 863
1002	Preapplication	4	8		40		8		8				2	\$ 6,918
1003	Aerial Survey	2	4						8					\$ 1,598
1004	Soil Borings	2	4						8					\$ 1,598
1005	Ground Survey (Aerial Control) - Not Included, To be Performed by City													\$ -
1006	Plat (Preparation Only; City Meetings, Survey, Monumentation Not Included)		4						8	8				\$ 2,300
1007	Notarized Affidavit with County Register of Deeds		2										1	\$ 339



### Appendix 3 to Exhibit C

#### City of Minot Municipal Solid Waste Facility Master Plan

City Project No.: 3700

CPS Project No. 13020

April 23, 2013

Task	Hours By Employee Classification												Total
	Engineer 6	Engineer 5	Engineer 2	Engineer 1	Environmental Scientist 2	Environmental Scientist 1	Eng. Tech. 6	Eng. Tech. 4	Land Surveyor 4	Land Surveyor 2	Survey Assistant 1	Admin. 2	
	(Hourly Rates)	141	131	99	89	130	105	\$ 113	\$ 99	\$ 118	\$ 94	\$ 55	\$ 57
1100	Additional Items - Not Included, Cursory Hours Included to Facilitate Minor Scope Changes	16	16	16	16								
													\$ 7,360
													\$ -
	Subtotal Hours	252	391	171	501	86	48	24	128	16	0	0	42
	Subtotal Labor	\$ 35,532	\$ 51,221	\$ 16,929	\$ 44,589	\$ 11,180	\$ 5,040	\$ 2,712	\$ 12,672	\$ 1,888	\$ -	\$ -	\$ 184,157
Direct Expenses													
	Travel Vehicle						2600	miles @	\$ 0.60 per mile =	\$ 1,560			
	Meals							16 days @	\$ 30.00 per day =	\$ 480			
	Lodging							12 nights @	\$ 150 per night =	\$ 1,800			
	GPS Equipment							0 hours @	\$ 50 per hour =	\$ -			
	Survey Supplies							0 lump sum	\$ - ls =	\$ -			
	Survey Vehicle							0 mile @	\$ 0.75 per mile =	\$ -			
	Printing							1 markup x	\$ 500.00 cost =	\$ 500			
	Trailer							5 days x	\$ 50.00 per day =	\$ 300			
	Ranger ATV							6 days x	\$ 175.00 per day =	\$ 1,050			
	Tier II Canister Rental							1 markup x	\$ 2,500.00 cost =	\$ 2,500			
	Subconsultants												
	KBM - Aerial Photo & Topo Existing Disposal Areas							1.1 markup x	\$ 7,820 cost =	\$ 8,602			
	KBM - Aerial Photo & Topo Expansion Area							1.1 markup x	\$ 2,000 cost =	\$ 2,200			
	Material Testing Services - Drilling for Tier II Sampling							1.1 markup x	\$ 7,335 cost =	\$ 8,069			
	Material Testing Services - Soil Borings in Expansion Area							1.1 markup x	\$ 15,700 cost =	\$ 17,270			
	Minnesota Valley Testing Laboratories - Assistance with Tier II Sampling							1.1 markup x	\$ 7,115 cost =	\$ 7,827			
	Triangle Laboratories - Tier II Canister Rental and Sample Analysis							1.1 markup x	\$ 7,200 cost =	\$ 7,920			
	Professional Soil Classifier - SPGM Discussion for Existing Facility Only							1.1 markup x	\$ 4,890 cost =	\$ 5,379			\$ -
	Subtotal - Direct Expenses \$ 65,456												
	Total Project Estimated Fee (Labor + Direct Expenses) \$ 249,613												

This is Exhibit G, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated March 25, 2013.

## **Insurance**

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Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

### **G6.04 Insurance**

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1.	By Engineer:	
a.	Workers' Compensation:	Statutory
b.	Employer's Liability:	
1)	Each Accident:	\$ 500,000
2)	Disease, Policy Limit:	\$ 500,000
3)	Disease, Each Employee:	\$ 500,000
c.	General Liability:	
1)	Each Occurrence (Bodily Injury and Property Damage):	\$ 1,000,000
2)	General Aggregate:	\$ 2,000,000
d.	Excess or Umbrella Liability	
1)	Each Occurrence:	\$ 3,000,000
2)	General Aggregate:	\$ 3,000,000
e.	Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):	
	Combined Single Limit	\$ 1,000,000
f.	Professional Liability:	
1)	Each Claim Made:	\$ 2,000,000
2)	Annual Aggregate:	\$ 2,000,000
g.	Other (specify):	\$ _____

This is EXHIBIT H, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated March 25, 2013.

## **Dispute Resolution**

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Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

### **H6.08 *Dispute Resolution***

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Dispute") to mediation by a Mediator agreeable to both the Owner and Engineer. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is EXHIBIT K, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated March 25, 2013.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**Amendment No. \_\_\_\_\_**

**1. *Background Data:***

- a. Effective Date of Owner-Engineer Agreement: March 25, 2013
- b. Owner: City of Minot, North Dakota
- c. Engineer: CPS, Ltd.
- d. Project: City of Minot P# 3700 –  
City of Minot Municipal Solid Waste Facility Master Plan

**2. *Description of Modifications:***

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

*[List other Attachments, if any]*

3. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ 249,613
b. Net change for prior amendments:	\$ _____
c. This amendment amount:	\$ _____
d. Adjusted Agreement amount:	\$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendment remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

Curt Zimbelman

By: C. Zimbelman

Title: Mayor

Date Signed: 5/6/13

ENGINEER:

By: Michael Korman, PE

Title: President

Date Signed: \_\_\_\_\_