



Public Service Commission

State of North Dakota

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November 6, 2017

Paul Lee
Kadrmass, Lee & Jackson
4585 Coleman Street
PO Box 1157
Bismarck, ND 58502-1157

Re: Case No. PU-16-140
Plains Terminals North Dakota L L C
24-Inch Crude Oil Pipeline – McKenzie County
Siting Application

Dear Sir:

At its regular meeting on November 3, 2017, the North Dakota Public Service Commission approved a motion executing a one-year contract extension with Kadrmass, Lee & Jackson for construction inspection services for the above referenced case.

A copy of the Commission motion and contract amendment is enclosed.

Best Regards,

A handwritten signature in cursive script that reads "Patrick Fahn".

Patrick Fahn, Director
Public Utilities Division

Enclosures

APPROVED

DATE: 11/3/17
KAH

MOTION

November 3, 2017

**Plains Terminals North Dakota LLC
24-Inch Crude Oil Pipeline – McKenzie County
Siting Application**

Case No. PU-16-140

I move the Commission execute a one-year contract extension with Kadrmas, Lee & Jackson, Inc. for construction inspection services concerning Plains Terminals North Dakota LLC, 24-Inch Crude Oil Pipeline – McKenzie County, Siting Application, Case No. PU-16-140.

SJC

NORTH DAKOTA PUBLIC SERVICE COMMISSION

CONTRACT AMENDMENT

**Purchase of Service Contract
Amendment #: 1**

CONTRACT NUMBER PU-768-16

Case No. PU-16-140

This is made to amend contract # PU-766-16 (Contract) between the State of North Dakota, acting through its North Dakota Public Service Commission, Public Utilities Division (STATE) and Kadrmas, Lee & Jackson, Inc. (CONTRACTOR).

The parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Contract, then, notwithstanding any term in the Contract, the following terms and conditions govern and control the rights and obligations of the parties.

The parties agree to amend the Contract as follows:

Extension: Contract Section 3, Term of Contract. The Contract commenced on August 17, 2016 to expire on December 31, 2017 with an option to extend the contract for an additional time, not to exceed 24 months.

The parties agree to extend the Contract for an additional 12 months, therefore, the Contract is amended to change the expiration date to December 31, 2018. The Contract can be extended for an additional 12 months.

The negotiated cost proposal dated June 14, 2016 provided by CONTRACTOR is attached to and incorporated into this agreement.

All other terms of the Contract remain in effect.

This Contract Amendment is not effective until fully executed by all parties.

CONTRACTOR NAME:

Kadrmass, Lee & Jackson, Inc.

By: 

Title: Vice President

Date: 10/10/17

STATE OF NORTH DAKOTA

Acting through its North Dakota Public
Service Commission

By: 


Title: Randy Christmann, Chairman

Date: Nov 3, 2017

By: 

Title: Julie Fedorchak, Commissioner

Date: 11/3/17

By: 

Title: Brian Kroshus, Commissioner

Date: 11-3-17



June 14, 2016

Sara Cardwell
Compliance and Competitive Markets
North Dakota Public Service Commission
600 E. Boulevard Ave, Dept. 408
Bismarck, ND 58505-0480

Re: Contractor Professional Engineering Services for Cost Estimate Case No. PU-16-140

Dear Ms. Cardwell:

Thank you for contracting KLJ to provide a construction inspection service on the above referenced project. We've reviewed your standard contract and we are in agreement with using it for this project.

The above described project has one component:

- A. Plains Terminals North Dakota LLC, 24 inch Crude oil pipeline, Approximately 3.5 miles in length known as the Johnsons Corner to Dakota Access Pipeline project to be located in in McKenzie County, North Dakota

Our Cost Estimate has been prepared based on the following assumptions:

1. KLJ shall participate in the preconstruction conferences for energy conversion and transmission facilities listed within the Contract and held after the effective date of the Contract.
2. Field Trips will be required to perform and document TOPSOIL REMOVAL INSPECTION during the topsoil removal phase(s) of the project to verify that topsoil has been properly removed and kept segregated from subsoil until reclamation replacement occurs, for both components. KLJ shall provide to the PSC, within 15 days after Topsoil Removal Inspection, a written TOPSOIL REMOVAL INSPECTION REPORT.
3. Field Trips will be required to perform a CONSTRUCTION INSPECTION during project construction for both components. KLJ shall provide the PSC, within 15 days after each Construction Inspection, a written CONSTRUCTION INSPECTION REPORT.
4. Field Trips will be required to perform an AS-BUILT CONSTRUCTION INSPECTION upon completion of replacement of topsoil and grading, fertilization, and seeding of the entire project area, for both components. KLJ shall provide to the PSC, within 30 days after the As-Built Construction Inspection, a written AS-BUILT CONSTRUCTION INSPECTION REPORT.



5. One Field Trip will be required as a one year warranty review to perform a RECLAMATION AND REVEGETATION INSPECTION to verify that the reclaimed site has adequate vegetation for both components. KLJ shall provide to the PSC, within 15 days after the Reclamation and Re-vegetation Inspection, a written RECLAMATION AND REVEGETATION INSPECTION REPORT.

The Charge for providing the five (5) such services listed above is \$10,840.00 Dollars. This charge includes all expenses.

Additional Inspections may be requested in writing by the PSC. The charge for providing additional Construction Inspections with associated reports is \$2,710.00 Dollars. These charges include all expenses.

KLJ is planning on performing this inspection service from our Bismarck and Watford City offices.

KLJ's experienced team of professional engineers and experienced field personnel have delivered similar inspection projects on time and within budget.

The North Dakota PSC will receive a high standard inspection and reporting service from KLJ. We will listen carefully to your needs, achieve goals and surpass expectations regarding communication, dependability, regulatory knowledge, technical requirements and project administration. We look forward to working with you to achieve your expectations.

Sincerely,

KLJ

A handwritten signature in cursive script that reads "Paul Lee".

Paul Lee

PLS