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EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders); (2) the Exhibits to Main Agreement; (3) the Task Order Form (see below); and (4) the Exhibits to Task Order. The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

## **AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION**

### **PART 3 OF 4: TASK ORDER FORM**

Prepared by



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# TASK ORDER NO. 2025-2

This is Task Order No. **2025-2**, consisting of 5 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **February 18, 2025**, Owner and Engineer agree as follows:

## 1. TASK ORDER DATA

a.	Effective Date of Task Order:	<b>November 11, 2025</b>
b.	Owner:	<b>City of Dickinson</b>
c.	Engineer:	<b>Civil Science Infrastructure, Inc.</b>
d.	Specific Project (title)	<b>Kuchenski Drive Storm Sewer</b>
e.	Specific Project (description):	<b>Professional Services consisting of Preliminary and Final Engineering Services associated with Kuchenski Drive Storm Sewer</b>
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	<b>Reserved</b>

## 2. BASELINE INFORMATION

**Baseline Information.** Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services

Specific Project Title: Kuchenski Drive Storm Sewer

Type and Size of Facility: Reserved

Description of Improvements: Professional Services consisting of Preliminary and Final Engineering Services associated with Kuchenski Drive Storm Sewer

Task Order.

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Expected Construction Start:	Reserved
Prior Studies, Reports, Plans:	Reserved
Facility Location(s):	Kuchenski Drive in Dickinson
Current Specific Project Budget:	Reserved
Funding Sources:	City of Dickinson
Known Design Standards:	Reserved
Known Specific Project Limitations:	Reserved
Specific Project Assumptions:	Reserved
Other Pertinent Information:	Reserved

**3. SERVICES OF ENGINEER (“SCOPE”)**

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are: Exhibit A to Task Order, “Engineer’s Services for Task Order,” as attached to this specific Task Order.  
All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- B. Resident Project Representative (RPR) Services:
  - 1. If the Scope established in Paragraph 3.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner’s written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

**4. DELIVERABLES SCHEDULE**

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

**5. ADDITIONS TO OWNER'S RESPONSIBILITIES**

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order:
  - 1. ***Collaborate with the consultant throughout the project's duration. Appoint a designated project manager to assist the consultant and provide necessary project-related information and address project-specific requirements.***

**6. TASK ORDER SCHEDULE**

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **Reserved**

**7. ENGINEER'S COMPENSATION**

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services		
a. Kuchenski Drive Storm Sewer	\$19,094	Hourly Rates
TOTAL COMPENSATION	\$19,094	
3. Additional Services under Section 2.D above	(N/A)	<b><i>Direct Labor</i></b>

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

**8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:**

- A. ***No subconsultants anticipated***

**9. EXHIBITS AND ATTACHMENTS:**

- A. Exhibit A to Task Order—Engineer's Services Under Task Order

- B. Exhibit B to Task Order—Task Order Deliverables Schedule
- C. Exhibit C to Task Order—**Reserved**
- D. Exhibit D to Task Order—**Reserved**
- E. Exhibit E to Task Order—**Reserved**
- F. Exhibit F to Task Order—**Reserved**

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Task Order.

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Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ENGINEER:  
By:   
Print Name: Brian Craven  
Title: Vice President

Engineer's License or Firm's 1218 C  
Certificate No. (if required): \_\_\_\_\_  
State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jeremy Easum  
Title: Area Manager  
Address: 531 W Villard Suite 1  
Dickinson, ND 58601  
E-Mail Address: [jeasum@civilscience.com](mailto:jeasum@civilscience.com)  
Phone: 701-219-4511  
Date: 11-15-25

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Task Order.

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## **AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION**

### **PART 4 OF 4: EXHIBITS TO TASK ORDER**

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EXHIBIT H—RESERVED

EXHIBIT I—RESERVED

Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

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

#### **ARTICLE 1—BASIC SERVICES**

##### 1.01 Management of Engineering Services

- A. See Main Agreement, Paragraph 1.03.

##### 1.02 Study and Report Phase – **Not Applicable**

##### 1.03 Kuchenski Drive Storm Sewer

- A. Fieldwork and Data Collection: Data required for development of the construction drawings will be a compilation of information provided by Owner and supplemented by a field reconnaissance and survey data collection by Engineer.
- B. Design and Construction Drawings: Design will be required to determine the pipe diameter in the storm sewer system.

The project will include a stream alteration permit for the Heart River, with understanding the existing outfall elevation is above the ordinary high-water elevation of the Heart River. Deliverables will include a technical memo regarding the drainage network and construction documents for bidding.

Assumptions regarding this work item:

1. It is assumed that there will not be right-of-way acquisition associated with this project and all work can be completed within the existing easements.
2. The outfall is within the FEMA flood zone AE. It is anticipated that construction work will restore the surface to preconstruction conditions.
3. Permitting with the Army Corp of Engineers have historically had a long lead time. This may incur impacts on the schedule beyond the control of Civil Science.
4. Headwalls for the outfall are not anticipated.
5. Hydrologic and hydraulic analysis and modeling will be performed for the existing and proposed system. However, no analysis will be performed for any backflow condition from Heart River into this drainage network.
6. The contributing drainage area is approximately 27 acres.
7. It is anticipated that this drainage network has 15 pipe lengths (drainage structure to drainage structure). The analysis for this task is limited to no more than 20 pipe lengths.
8. Change in pipe slopes or drainage structure inverts are not anticipated with this task.
9. No modeling of Heart River is anticipated.
10. No other permits are anticipated.

#### **ARTICLE 2—ADDITIONAL SERVICES**

##### 2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not

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Exhibit A—Engineer's Services Under Task Order.

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request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
  - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
  - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;
  - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
  - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
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 arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Implement coordination of Engineer's services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

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Exhibit A—Engineer's Services Under Task Order.

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8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

#### 2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.
  1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.
  2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
  3. 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 Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific 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 Specific Project.
  4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction 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.

6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
  - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
  - b. detailed consideration of operations, maintenance, and overhead expenses;
  - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - d. preparation of appraisals;
  - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
  - f. detailed quantity surveys of materials, equipment, and labor; and
  - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
  - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
  - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies,

reports, Drawings, Specifications, or other documents as a result of such review processes.

15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.
19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
22. Supplementing Record Drawings with information regarding the completed Specific Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

## **EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE**

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Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following schedule:

The design work on this task order will extend the original schedule by two months. The construction plans associated with this task order will be combined with the original project deliverables with a proposed bid date in February 2026 pending completion of the Special Improvement District.





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Exhibit F—Reserved.

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## **EXHIBIT G—RESERVED**

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### **Guidance Notes—Exhibit G**

1. See Exhibit G—Insurance, in E-505 Part 2 of 4: Exhibits to Main Agreement.

## **EXHIBIT H—RESERVED**

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### **Guidance Notes—Exhibit H**

1. See Exhibit H—Dispute Resolution, in E-505 Part 2 of 4: Exhibits to Main Agreement.

## **EXHIBIT I—RESERVED**

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### **Guidance Notes—Exhibit I**

1. See Exhibit I—Limitations of Liability, in E-505 Part 2 of 4: Exhibits to Main Agreement.