

# TASK ORDER

This is City of Dickinson Task Order No. 2304-01818, consisting of 3 pages.

## Task Order: City of Dickinson Public Safety Training Center

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 22, 2018 and amended October 23, 2019 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- a. Effective Date of Task Order: December 4, 2023
- b. Owner: City of Dickinson, North Dakota
- c. Engineer: KLJ Engineering LLC
- d. Specific Project (title): Public Safety Training Center (City of Dickinson No. 202408)
- e. Specific Project (description): Professional Services consisting of Topographic Survey, Preliminary Design Phase, and Final Design Phase services associated with the City of Dickinson Public Safety Training Center

### 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

Set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

### 3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

Set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

### 4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

### 5. Task Order Schedule

Refer to Exhibit A for the project schedule.

## 6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)*		
a. Topographic Survey Phase (A1.02)	\$8,000.00	Hourly Rates
b. Preliminary Design Phase (A1.03)	\$27,500.00	Hourly Rates
c. Final Design Phase (A1.05)	\$64,000.00	Hourly Rates
<b>TOTAL COMPENSATION (lines 1.a-c)</b>	\$99,500.00	Hourly Rates
2. Additional Services (Part 2 of Exhibit A)	(N/A)	Hourly Rates

\*Will not be exceeded without Owner's written approval.

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. 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 compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**7. Consultants retained as of the Effective Date of the Task Order:** None

**8. Other Modifications to Agreement and Exhibits:** None

**9. Attachments:** Exhibit A – Engineer's Services for Task Order

**10. Other Documents Incorporated by Reference:**

- A. January 22, 2018 Agreement between Owner and Engineer for Professional Services, Task Order Edition
- B. October 23, 2019 Amendment No. 1 to Owner-Engineer Agreement (extending term through January 2025)

**11. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is December 4, 2023.

OWNER: City of Dickinson, North Dakota

ENGINEER: KLJ Engineering LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Scott Decker

Print Name: \_\_\_\_\_

Title: President of City Commission

Title: \_\_\_\_\_

Engineer License or Firm's  
Certificate No. (if required): 061-C  
State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Name: James Kiedrowski

Title: \_\_\_\_\_

Title: Project Manager

Address: \_\_\_\_\_

Address: 677 27<sup>th</sup> Ave E  
Dickinson, ND 58601

E-Mail  
Address: \_\_\_\_\_

E-Mail  
Address: james.kiedrowski@kljeng.com

Phone: \_\_\_\_\_

Phone: 701-456-3101

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**Task Order Form**

**EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
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This is **EXHIBIT A**, consisting of **15** pages, referred to in and part of the **Task Order No. 2304-01818** dated December 4, 2023

## **Engineer's Services For Task Order**

### **Public Safety Training Center Site Plan – Dickinson, ND – 2304-01818**

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The Agreement is supplemented to include the following agreement of the parties.

#### **PART 1 – BASIC SERVICES**

##### ***Project Location:***

The property (Property or Site) for which Engineer's services are being provided is approximately 25-acres and described as the North & NW, and Center portions of Lot 1, Block 1 Energy Center 3<sup>rd</sup> Addition. **Refer to Exhibit A.1.**

##### ***Project Understanding:***

KLJ has been selected to complete topographic survey and civil site design for the Public Safety Training Center (PSTC), which is to be located on the City of Dickinson (Owner) owned property located west of Energy Drive and North of East Villard in east Dickinson. The new PSTC facility is expected to contain a prefabricated indoor shooting range burn tower, parking lot, concrete or asphalt surfaced 3-lane outdoor running track, and a future office/training building with space for a future expansion. Structure footprints for the indoor shooting range and burn tower will be provided by the Owner.

The owner of the adjacent property to the south (Developer) intends to replat the South portion of Lot 1, Block 1 which will include approximately 2,400 feet of 80-foot-wide public right of way adjacent to the south side of the Center Portion of Lot 1, Block 1 which will extend to Villard St E to the south and Energy Drive the east as shown on Exhibit A.1. The Developer will also provide a stormwater masterplan for their development and construct a paved public roadway within the 80-foot right of way. The new public street will include City of Dickinson watermain and sanitary sewer which will to serve the PSTC Property.

The City of Dickinson intends to fund the PSTC project through a Department of Defense (DOD) Community Cooperation Grant administered through the North Dakota Department of Transportation (NDDOT). NEPA CATEX documentation is required for the Site and the entire Developer constructed public roadway. The Engineer's Opinion of Probable Construction Cost will be used as the basis of the requested grant amount.

Parking improvements will be designed to accommodate personnel who will be training at the facility. Vehicular access to the proposed parking lot will occur through at least one driveway connection to the Developer constructed public roadway. Water and sanitary sewer services will be designed for the future office/training building which will connect to the City watermain and sanitary sewer within the Developer constructed public roadway.

It is assumed that stormwater runoff from the Site will be directed generally westward and will be accommodated by a new stormwater detention system(s) which will discharge to the existing drainage way to the west of the Property

Engineer's scope of services described herein include the layout, grading, and utility service plans for the PSTC Site in addition to construction details and technical specifications. Construction documents for the public roadway to be constructed by the Developer are not included.

**Project Schedule:**

City approval (execution) of Agreement (1/9/24)

Topographic Survey Phase: Two weeks after execution of Agreement (approx. 1/9/24 - 1/19/24)

Project Commencement (Kickoff) Meeting: Two weeks after execution of Agreement (1/22/24)

Preliminary Design: Seven weeks from Project Commencement (approx. 1/22/24 – 3/8/24)

- Environmental Checklist Preparation and submittal to EPA for NEPA Determination (assuming CATEX): 2/09/2024 – 3/08/2024
- Receive confirmation from EPA on NEPA documentation requirements (assuming CATEX): 3/29/2024

Final Design: Fourteen weeks from acceptance of Preliminary Design (approx. 3/11/24 – 6/14/24)

- NEPA CATEX documentation: Twelve weeks to complete (approx. 4/1/24 – 6/21/24)

City Review & Revisions: one week from acceptance of Construction Documents (approx. 6/17/24 – 6/21/24)

Final Bid Docs: June 28, 2024

NEPA CATEX review/determination: July 2024

**Parties:**

Owner – City of Dickinson

Engineer – KLJ Engineering LLC

Constructor - TBD - Shall be synonymous with Construction Manager at Risk (CMAR) or Contractor in this document

Developer - Dickinson Energy Park, LLC

Engineer shall provide Basic Services as set forth below.

**A1.01 Study and Report Phase (Not Included)**

**A1.02 Topographic Survey Phase**

A. Owner shall:

1. Provide current title report and supporting documents.

B. Engineer shall provide:

1. Topographic Survey

- a. Provide boundary survey of the Property (North & NW, and Center portions of Lot 1, Block 1, Energy Center 3rd Addition).
- b. Setting any missing property corners is not included.
- c. Provide topographic field survey to locate utilities, clearly marked property corners, and surface features such as buildings, fences, trees, roadways, sidewalks, curb and gutter, etc.
- d. Identify and map existing recorded easements and rights-of-way on the property found within the Owner provided title work. The Owner assumes all risk of ownership discrepancies and conflicts with easements or encumbrances not included in the title work to be provided by the Owner.

- e. Identify utilities on base map based on information provided by utility owners and located by ND One Call.
  - f. Prepare base map of existing conditions of proposed development site.
- C. Engineer's services under the Topographic Survey Phase will be considered complete on the date when the topographic survey basemap has been delivered to Owner.

### **A1.03 Preliminary Design Phase**

A. Owner shall:

1. Provide Architectural, Mechanical, Electrical, Structural, and other applicable contact information and client site requirements.
2. Provide concept drawings including an initial site layout.
3. Furnish the services of geotechnical consultants/engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluation of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and recommendations on pavement sections, slope stability, drain fields, ground water elevations, percolation rates, retaining walls, utility trenches, and other construction considerations appropriate for the site, based on geotechnical sampling for design. Coordination with the geotechnical engineer and/or preparation of exhibits or other documents for use by the Owner in obtaining the services of a geotechnical consultant may be performed by the Engineer as an Additional Service. The Engineer assumes no responsibility for assumptions made with regard to the services of the geotechnical consultant/engineer or lack of a geotechnical investigation.
4. Furnish the services of an environmental and/or abatement companies to determine, specify, and mediate any contaminated soils or hazardous materials, if necessary.
5. Provide a copy of the budget for the cost of the Work for the Engineer's use in the design and coordination of the project.

B. Engineer shall:

C. Concept Development

1. Prepare up to two (2) conceptual drawing(s) of the proposed site plan depicting locations of access, parking, utility services, and building as provided by Owner.
2. Furnish to the Owner two (2) conceptual site plan(s) for review.
3. The Owner shall select one (1) conceptual site plan(s) to be further refined.
4. Attend up to three (3) meeting(s) with Owner or other external parties.
5. Revise the conceptual site plan once per comments from Owner.

6. Prepare one (1) preliminary Engineer's Opinion of Probable Construction Cost
- D. Complete the Office of Local Defense Community Cooperation (OLDCC) National Environmental Policy Act (NEPA) environmental checklist and submit on behalf of the Owner to the Environmental Protection Agency for determination of level NEPA review required for the project.
1. Cultural Resource Study
    - a. Class I Literature Review
      - 1) A Class I Literature Review of the North Dakota State Historic Preservation Office (NDSHPO) site and manuscript files will be prepared prior to the start of any fieldwork. Data collected from this review will provide an overview of previously conducted cultural resource work within the project area, including all previously recorded site locations. If required, shape files may be provided to the NDSHPO in order to facilitate development of the project so as to avoid unnecessary impacts to previously documented cultural resources.
    - b. Engineer's fee does not include submittal or review fees, formal evaluation (testing) of any sites, mitigation measures or data recovery excavations of cultural resources, site monitoring of construction, assisting with in the field physical demarcation of sites, legal testimony arising out of litigation regarding project decisions, Environmental Assessment (EA), Environmental Impact Statement (EIS), tribal consultant services or public meetings.
  2. Wetland Delineation Study:
    - a. Conduct one (1) site visit to examine the Site for presence of any hydrophytic vegetation, hydric soils, or wetland hydrology indicators which may suggest the presence of wetlands.
    - b. Office aquatic resource delineation of the area as pictured on **Exhibit A.1** in accordance with the 1987 wetland delineation manual and US Army Corps of Engineers (USACE) regional supplementary information for the Great Plains Region.
    - c. It is assumed that no aquatic resources are located on the Site.
    - d. The proposed scope of work for the aquatic resource delineation is as follows:
      - 1) Project Initiation; Assemble National Wetland Inventory (NWI) Maps, aerial photography, soil survey data, and quad maps for the proposed project area.
      - 2) Prepare a memorandum of findings for the office aquatic resource delineation.
    - e. Deliverables:
      - 1) Deliver to the Owner Memorandum of on significant findings.
    - f. Engineer's fee under the Preliminary Design Phase does not include any Legal testimony; USFWS Right-of-Way or Conditional Use Permit for impacts to wetland basins under easement; National Environmental Policy Act (NEPA) documentation; field delineation of aquatic resources, preparation and submittal to USACE for a

Jurisdictional Determination, development of wetland mitigation plans; or Mitigation site monitoring. These services are available as an Additional Service if required.

- g. Modification or additions or any new environmental laws, regulations, or policies that significantly change the services to be performed shall be treated as Additional Services.

E. Marketing Exhibit or Graphical Rendering (*Not Included*)

F. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised conceptual site plan has been delivered to Owner.

**A1.04 Entitlements Phase (*Not Included*)**

**A1.05 Final Design Phase**

A. After acceptance by Owner of the Preliminary Design Phase documents and any other deliverables and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon authorization from Owner, Engineer shall provide:

B. Detailed Site Design

1. Develop site existing conditions and removals plan
2. Develop site grading design
  - a. Detailed grading plans including building floor elevations and spot elevations and slopes to indicate specific construction grading requirements (e.g., doorway entries, sidewalks, curb ramps, steps, and drainage flow).
3. Develop Site Layout
  - a. Design roadway/access/parking geometrics
  - b. Design layout of buildings, future building expansions areas, and running track
  - c. Design curb and gutter elevations for parking and roadways
  - d. Design sidewalks for site and proposed buildings

C. Utility Design

1. Design sanitary sewer collection system
  - a. Design includes one (1) 8-inch sanitary sewer line with manholes from the City sanitary sewer main within the Developer constructed future public roadway onto the Property and one 4-inch service line from the 8-inch line to within 5' of the building.
  - b. If necessary, sewer ejector pump, grease interceptor, or sand/oil separator designs are to be completed by the Owner's mechanical engineering consultant.



2. Design water service and fire protection line to the building.
  - a. Design includes one (1) fire suppression service line from City water main within the Developer constructed public roadway to within 5' of building and one (1) domestic water service line connection(s) from the fire suppression service line to within 5' of the building.
  - b. It is assumed that up to two (2) on-site hydrants will be necessary.
  - c. Engineer assumes existing water source has adequate capacity and pressure, and that the Owner's mechanical engineering consultant will design internal fire suppression system, if necessary.
    - 1) Scope of services does not include hydraulic analysis or water modeling to determine flow capacity in the existing public or private water distribution system.
    - 2) Flow and pressure testing is not included.
  - d. It is assumed that water meters, backflow preventers, and fire pumps or storage; if necessary, will be housed in a building and be part of the building design provided by the Owner.
3. The Owner's mechanical engineering consultant is to provide water and sewer service line and fire protection line sizes and locations within the building to the Engineer within seven (7) days of the Engineer's request.

D. Stormwater Management Plan & Design

1. Develop Stormwater Management Plan per final layout and in accordance with the governing City of Dickinson requirements.
2. Document the existing condition and developed drainage patterns and flow rates for the required storm events (2, 10 and 100-year, 24-hour).
3. Design stormwater facilities for proposed site in accordance with governing requirements.
  - a. It is assumed that one (1) on-site stormwater detention facility, including drainage inlets and storm sewer pipes, will be required to mitigate increased runoff to public right-of-way and adjacent properties.
4. Scope does not include design of any drain tile for the buildings or retaining walls. However, allowances will be made for connecting the drain tile system to the storm sewer if requested.
5. Scope does not include post-construction or as-constructed stormwater analysis or certification.

E. Landscape Plan (*Not included*)

1. It is assumed that Landscape Plan is not required. If necessary, Landscape Plans can be provided as an Additional Service.

F. Site Lighting Plan *(Not Included)*

G. Structural Design *(Not Included )*

H. Retaining Wall Design *(Not Included)*

I. Fencing Plan *(Not Included)*

J. Erosion Control Plan

1. Prepare erosion control plan for the site per applicable City of Dickinson requirements.

K. NEPA Documentation

1. Prepare a NEPA analysis as determined by EPA for the project. It is assumed a categorical exclusion (CATEX) will need to be prepared in accordance with 40 CFR 1501.4. A supplementary environmental report will be added to the CATEX to provide further explanation of impacts to each resource. All field studies will be incorporated as part of this analysis (i.e. wetland delineation, cultural resource analysts, etc.) It is assumed there is only two alternatives to analyze (no build and a build alternative).
2. Submit one (1) electronic copy of the Draft CATEX and Environmental Report to the City of Dickinson for review and comment. KLJ will incorporate comments received into the Draft CATEX and Environmental Report and submit electronic copies of the Draft CATEX and Environmental Report for review/comment on behalf of Owner to EPA.
3. Compliance with the Endangered Species Act (ESA)
  - a. A letter report will be prepared to document compliance with the ESA. The letter report will make affect determinations to species from the proposed development. The letter report will not be sent to the United States Fish and Wildlife Service (USFWS) for their concurrence as the Engineer is not a designated representative of FEMA for Section 7 Consultation. Should FEMA designate the Engineer as their representative, the letter report would be sent to USFWS for concurrence.

L. Permitting

1. The following permits will likely be necessary for this construction project. The Engineer's services do not include applying for or obtaining these permits. The Engineer will refer the Owner or Constructor to the appropriate section(s) of the design plans, if applicable, to aid the Owner or Constructor in the permit applications.
  - a. North Dakota Department of Health North Dakota Pollutant Discharge Elimination System (NDPDES) Construction Erosion Control Permit.
    - 1) The Owner or Constructor shall be responsible for completing the Notice of Intent (NOI) and developing the Stormwater Pollution Prevention Plan (SWPPP) as required by the Federal, State and local government. It is the responsibility of the Owner/Constructor to ensure compliance and to modify the SWPPP for actual schedule and construction methods.

b. City Permits

- 1) The Owner or Constructor shall obtain the necessary permits which may include, but are not limited to:
    - a) Traffic, Grading, Excavation, Erosion and Sediment Control, Concrete, Right-of-Way, Approach, Street Tree, Water, Sewer, Building, Fire Sprinkler, Plumbing, Lawn Sprinkler, Water Meter, etc.
  - 2) City shall bill permit fees directly to the Owner or Constructor.
- c. It is assumed that no floodplains, aquatic resources, endangered species, or cultural resources are located on the site and services regarding these permits are not included. If the Owner is aware of the need for such permits the Engineer can complete this work as an Additional Service.

M. Specifications

1. Technical specifications will refer to the latest edition of the standard construction specifications in effect for the governing jurisdiction (Standard Technical Specifications and Standard Detail Drawings for Municipal Public Works Improvements) with plan notes/special provisions as necessary.
2. Procedural and contractual forms (front end documents) will be prepared using EJDC format documents.
  - a. Front end documents which contain dates for bidding and construction completion such as the Ad for Bids, Construction Agreement, and Bid Form will be drafted for content but may require revision if schedules for bidding and construction are unknown at the date of final deliverable.

N. Traffic Study or Analysis

1. Provide a traffic study meeting local requirements and addressing traffic operational and safety issues, if any. The following tasks will be performed to complete the traffic study:
  - a. Trip Generation - Trip Generation assumptions will be based on data in the Institute of Transportation Engineers' (ITE's) Trip Generation Manual, 11th Edition. The origins and destinations of site-generated traffic will be estimated based on distribution of traffic to the South and East, which will be provided by the City. Trip Generation will be determined only for the Site.
2. Report - KLJ will prepare a Trip Generation Report that documents the methodology and the results from the study.
3. Assumptions:
  - a. Scope does not include any design of traffic signals or other improvements within the public right-of-way.
  - b. Trip Generation and Distribution will be provided for am and pm peak hours only.

- c. Scope does not include traffic operations (capacity and warrant analysis) or safety analysis.

O. Engineer's Opinion of Probable Construction Cost

1. Provide one (1) updated Opinion of Probable Cost at the end of the Final Design Phase
2. Opinions of cost shall only be for the materials covered by the Engineer's design.
3. Revisions to the engineer's opinion of cost in excess of the amounts stated herein shall be completed as an Additional Service.

P. Review Agency (City of Dickinson) Coordination

1. Prepare necessary documents indicated in the above scope to be submitted for the City of Dickinson's Site Plan Approval process.
2. Coordinate with the Fire Marshall to determine necessary fire hydrant spacing and/or fire vehicle access to the building.
3. Coordinate with the City of Dickinson Public Works Department in regard to water, sanitary sewer, and storm sewer utility connections.
4. Coordinate with the North Dakota Department of Environmental Quality Municipal Facilities regarding water and sanitary sewer services.

Q. Owner Coordination

1. It is assumed that the Engineer will host or attend up to a total of three (3) one-hour meetings with the Owner or other external parties during the final design phase (1 meeting every other month). The Engineer will attend those meetings deemed appropriate for their scope of services either in person or through a telephone or video conference.
  - a. The Engineer will be available to attend additional meetings as an Additional Service.
2. Provide written progress reports to Owner every two weeks to identify: what was completed in the previous period, what is anticipated to be completed in the next period, issues or concerns for the City of Dickinson, deliverables/milestones achieved during the previous period, budget management and the estimated accrual of Engineer's services for the previous period.
3. At Engineer's request, the Owner shall furnish within seven (7) days or in the shortest timeframe possible, detailed layouts showing connections, clearances, sizes, and other information on equipment designed, specified or furnished by Others.

R. Deliverables

1. Construction drawings and appropriate details for the above tasks identified in this Phase.
2. Stormwater Management Plan

3. Special Provisions and/or Technical Specifications
  4. Engineer's Opinion of Probable Construction Cost
- S. Other Items to be Noted
1. Owner will be responsible for securing designs of electrical, gas, telecommunication and any other utilities not described as part of Engineer's services. If the designs and associated AutoCAD files of these utilities are provided to the Engineer, they will be shown on the Engineer's plans, if requested.
  2. Engineer's fee assumes that a geothermal heating and cooling system will not be utilized for this site or that if such a system is utilized it will not limit the Engineer's options for the design of site elements within the Engineer's services. If it is determined that a geothermal system component will affect the Engineer's design, these additional design services will be performed at the Engineer's standard hourly rate unless an agreement has been reached between the parties for other methods of payment.
  3. Engineer's fee does not include submittal, review, recording, permit, system development, or other fees. These fees are to be paid by Owner.
  4. Scope does not include drafting, reviewing, obtaining, or recording any easements, common use agreements, or developer's agreements unless specifically stated above.
  5. Engineer assumes that no major revisions will be made to the site plan after the Owner acceptance of the Preliminary Design documents.
  6. Owner shall provide the Engineer any restrictions to Constructor working hours, availability of the Site, or project phasing to be included in the plan notes.
  7. Plan Notes/Special Provisions and bid forms will require Constructor(s) to provide all required materials testing.
  8. The number of prime construction contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1).
- T. Engineer's services under the Final Design phase will be considered complete on the date when the above deliverables have been submitted to the City of Dickinson for approval.

**A1.06 Bidding Phase (Not Included)**

**A1.07 Construction Phase - Surveying (Not Included)**

**A1.08 Construction Phase - Observation (Not Included)**

**A1.09 Post-Construction Phase (Not Included)**

## **PART 2 – ADDITIONAL SERVICES**

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

- A. If requested or authorized by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. Engineer shall proceed with such Additional Services with the understanding that the Engineer will be paid hourly for such services at the Engineer's standard hourly rates unless an agreement has been reached between the parties for other methods of payment. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
1. Services in addition to those defined under Basic Services including but not limited to: study and report phase services, marketing exhibits or graphical rendering, detailed traffic impact studies, permitting, permit application materials, requests for zoning change or any deviation or variance from local standards or zoning regulations, or any entitlements services such as lot modifications, platting, easements, etc.
  2. Design services in addition to those defined under Basic Services including but not limited to: lighting, fencing, landscape, stormwater treatment or sediment removal systems, structural design including but not limited to foundations and retaining walls, mechanical engineering services or pumping systems, geotechnical engineering or services to aid in the completion of their recommendations, or design of offsite improvements.
  3. Preparation for, and attendance at, a public presentation, meeting or hearing other than specified under Basic Services.
  4. Preparation or revision of construction documents or design changes after the final design phase or during construction.
  5. 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.
  6. 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.
  7. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, character of construction, method of financing, or Owner's schedule or coordination causing unreasonable delay in the orderly and sequential progress of the Engineer's services; 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.

8. Services associated with advertisement or solicitation for bids, quotes, or proposals, responding to Constructor bid questions, attendance of bid openings, tabulation of bids, analysis of suitability of any Constructor, procurement or review of construction agreements, etc., except as specified under Basic Services.
9. Services associated with administration or observation of work constructed by any Constructor including but not limited to: attendance of pre-construction or construction progress meetings, shop drawing or material test review, review of applications for payment, observance and documentation of Constructor's work, issuance or review of construction change orders, field orders, or work change directives, or making recommendation to Owner regarding acceptability of work performed by any Constructor, except as specified under Basic Services.
10. Redesign or rebidding services requested to meet the Owner's construction budget after approval of the Final Design phase of the Project.
11. Services resulting from Owner's or Constructor's request to modify previously approved deliverables or to evaluate additional alternative solutions beyond those agreed to under Basic Services.
12. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
13. Services resulting from conflicting direction from the Owner or from multiple representatives of the Owner.
14. Services provided beyond the dates specified in the Engineer's original schedule.
15. Services required to provide copies of drawings, reports, specifications and other necessary information to the Owner and other consultants in a format other than AutoCad, PDF, or paper copy or to other consultants in a format other than PDF or paper copy.
16. Providing renderings, models or electronic grading files or releases for Owner's or Constructor's use, including services in support of building information modeling or civil integrated management, other than specified under Basic Services.
17. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, 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 or furnished by Owner.
18. Furnishing services of Consultants for other than provided under Basic Services.
19. Providing data or services that were to be provided by the Owner, Architect, or Constructor.
20. Services attributable to more prime construction Constructors than specified under Basic Services.

21. Services to arrange for performance of construction services for Owner by Constructors other than the principal prime Constructor, and administering Owner's contract for such services.
22. 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, or Constructor; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
23. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner, or Constructor for the Work or a portion thereof other than provided under Basic Services.
24. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services or making revisions to drawings for "or equal" items or bid negotiations.
25. Preparing conformed Construction Contract Documents that incorporate and integrate the content of Addenda and any amendments negotiated by Owner and Constructor.
26. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Constructor.
27. Modifying final approved design or digital files as may be required for Owner's, or Constructor's use during construction.
28. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Constructor, and furnishing such Record Drawings to Owner other than provided under Basic Services.
29. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
30. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Constructor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
31. Preparation of operation, maintenance, or staffing manuals.
32. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
33. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
34. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.



35. Preparing to serve or serving as a consultant or witness for Owner or Constructor in any litigation, arbitration, claim, dispute resolution, or other legal or administrative proceeding involving the Project.
36. Providing construction surveys and staking to enable Constructor to perform its work; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys (except as agreed to under Basic Services).
37. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner, or Constructor.
38. Extensive services required during any correction period, or with respect to monitoring Constructor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
39. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

#### **A2.02 Additional Services Not Requiring Owner's Authorization**

- A. Engineer shall advise Owner that the Engineer is performing or furnishing the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance authorization from Owner. Engineer shall proceed with such Additional Services with the understanding that the Engineer will be paid hourly for such services at the Engineer's standard hourly rates unless an agreement has been reached between the parties for other methods of payment. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
  1. Attending meetings requested by Owner, or Constructor in addition to those specified as Basic Services.
  2. Services in connection with work change directives and change orders to reflect changes requested by Owner, or Constructor.
  3. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after beginning the Bidding Phase of the Construction Documents in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  4. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  5. 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 Constructor.

6. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
7. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Constructor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
8. Services during the Construction Phase rendered after the original date for completion of the Work referred to in this Agreement.
9. Reviewing a Shop Drawing more than two (2) times, as a result of repeated inadequate submissions by Constructor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Constructor'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.

This is **EXHIBIT B**, consisting of **3** pages, referred to in and part of the **Task Order No. 2304-01818** dated December 4, 2023.

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following responsibilities specifically associated with this Task Order.

### *B2.01 Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
3. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - a. Property descriptions.
  - b. Zoning, deed, and other land use restrictions.
  - c. Utility and topographic mapping and surveys.
  - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.

- g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- 4. 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.
- 5. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
  - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- 6. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- 7. 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.
- 8. 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, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- 9. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- 10. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of

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**Exhibit B– Owner's Responsibilities**

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Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

11. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
12. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
13. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
14. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
15. 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 that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
16. Perform the responsibilities identified in Part 1 of Exhibit A.
17. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A as required.

This is **EXHIBIT K**, consisting of [ ] pages, referred to in and part of the **Task Order No. 2304-01818 – Task Order Edition** dated December 4, 2023.

**Amendment To Task Order No. 2304-01818**

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**1. Background Data:**

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

**2. Description of Modifications**

*[Include the following paragraphs that are applicable 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 the following Additional Services: [ ]
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]
- c. The responsibilities of Owner with respect to the Task Order 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 under this Task Order is modified as follows: [ ]
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

***[List other Attachments, if any]***

**3. Task Order Summary (Reference only)**

- a. Original Task Order amount:            \$[    ]
- b. Net change for prior amendments:       \$[    ]
- c. This amendment amount:                \$[    ]
- d. Adjusted Task Order amount:            \$[    ]

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

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

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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