

TASK ORDER NO. 2026-2

This is Task Order No. **2026-2**, consisting of 3 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **January 20, 2026**, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	April 7, 2026
b.	Owner:	City of Dickinson, ND
c.	Engineer:	Apex Engineering Group, Inc.
d.	Specific Project (title)	Hydrogen Sulfide Mitigation Study
e.	Specific Project (description):	Project Management, Data Compilation, Site Reconnaissance, Monitoring Deployment, Field Operations, Field Verification, and Local Validation for Hydrogen Sulfide Mitigation Study and Report.
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	N/A

2. SERVICES OF ENGINEER (“SCOPE”)

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

Task Order.

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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.

3. 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: **N/A**

4. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **N/A – refer to Webster scope of services.**

5. 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. Study and Report Phase	\$40,000	Hourly
TOTAL COMPENSATION (items 1 and 2)	\$40,000	Hourly

- 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.

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

- A. None

7. EXHIBITS AND ATTACHMENTS:

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

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: Seth N. Lynne, PE
Title: Vice President

Engineer's License or Firm's COCP #975
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: Seth N. Lynne, PE
Title: Project Manager
Address: 4733 Amber Valley Parkway South
Fargo, ND 58104
E-Mail Address: Seth.Lynne@ApexEngGroup.com
Phone: 701-373-7990
Date: March 25, 2026



Water | Transportation | Municipal | Facilities

Attachment 1 to Task Order No. 2026-2

Hydrogen Sulfide Mitigation Study and Report Services

City of Dickinson, North Dakota

March 25, 2026

Engineer's Services:

Task Order No. 2026-2 is supplemented to include the following attachment.

Engineer shall provide Services as set forth below.

This Scope of Services pertains to the following work items:

The City of Dickinson sanitary collection system has experienced elevated hydrogen sulfide (H₂S) concentrations in recent years. Apex Engineering Group, Inc. (Apex) understands that elevated H₂S concentrations have been detected in various locations throughout the system, resulting in nuisance odors, accelerated infrastructure corrosion, and potential health and safety risks to personnel and the public.

To address these concerns, the City of Dickinson intends to hire the consultant team of Webster and Apex to perform a Hydrogen Sulfide Mitigation Study. The study will involve an investigation of the sanitary collection system to determine where and under what conditions H₂S is being generated. The consultant team will conduct field monitoring, including gas and liquid-phase sampling at key points such as manholes, lift stations, and forcemains. Data on temperature, pH, flow rates, retention times, and other parameters will be collected to assess the physical and chemical conditions that promote H₂S formation.

Additionally, the Webster-Apex Team will evaluate feasible mitigation alternatives, which may include chemical dosing (e.g., iron salts, nitrate compounds), aeration, pipeline modifications, or other odor and corrosion control strategies. Operational requirements and costs along with effectiveness of each option will be assessed.

Apex understands that Webster will lead the technical methodology, modeling, and mitigation design. Apex will lead field execution and regional implementation support. Apex's scope, outlined in the following pages, assumes two (2) monitoring periods (spring and late summer) will be conducted to provide data for the study's recommendations.

Task No. 1.0 – Project Management

Objective:

To provide management of engineers and technicians through all phases of the project, including contract administration and quality assurance / quality control. To provide a single point of contact for the City of Dickinson throughout the duration of the project.

Activities:

1. Review and execute task order amendment between City of Dickinson and Apex Engineering Group, Inc. (Apex).
2. Oversee Engineers and Technicians assigned to the project.
3. Attend and report at project update meetings, as necessary.
4. Provide communications and coordination between City of Dickinson, subconsultants (if required) and Apex.
5. Provide quality assurance/quality control throughout all phases of the project.

City of Dickinson Responsibilities:

- ✓ Execute amendment between City of Dickinson and Apex.
- ✓ Provide requested information in a timely manner.
- ✓ Attend project update meetings.
- ✓ Set Project Schedule with Webster.*

Apex Responsibilities and Deliverables:

- ✓ Review and execute amendment with City of Dickinson in a timely manner.
- ✓ Gather, organize, review and return (if applicable) any necessary information.
- ✓ Coordinate with Subconsultants, if so required.
- ✓ Schedule and attend project update meetings.
- ✓ Communicate with City of Dickinson on project updates and schedule.

* *Project schedule will be dictated by monitoring periods and report deliverable as determined by Webster and the City of Dickinson.*

Task No. 2.0 – Data Compilation & Site Reconnaissance

Objective:

Review historical data and compile GIS mapping. Determine areas of historical odor complaints and corrosion in sanitary collection system. Investigate sanitary collection system facilities to establish sampling protocol, including locations and frequency. Deliver System Data Package.

Activities:

1. Collect pertinent background information on collection system infrastructure including drawings, GIS data, plans, reports and manuals.
2. Review historical information including City's data historian, pump logs, and operational records.
3. Compile historical odor and corrosion locations in sanitary collection system.
4. Conduct field reconnaissance of candidate monitoring locations and confirm access constraints.

City of Dickinson Responsibilities:

- ✓ Provide requested information in a timely manner as requested.
- ✓ Provide and assist Apex with access to facilities, as required.
- ✓ Attend scheduled meetings.
- ✓ Review and provide comments on System Data Package deliverable in a timely manner.

Apex Responsibilities and Deliverables:

- ✓ Gather, organize, review, and return (if applicable) background information.
- ✓ Conduct meetings and interviews with City Staff.
- ✓ Visit and investigate sanitary collection system facilities.
- ✓ Review access constraints with City Personnel.
- ✓ Deliver System Data Package deliverable to City of Dickinson.

Task No. 3.0 – Monitoring Deployment & Field Operations

Objective:

Conduct sampling and data collection throughout the collection system to quantify odors. Provide weekly field reports to the City of Dickinson including monitoring log and raw data.

Activities:

1. Coordinate site access and traffic control.*
2. Perform confined space entry (as required).**
3. Install H₂S monitors.†
4. Install flow meters.††
5. Conduct grab sampling and field testing.†††
6. Maintain calibration logs and chain-of-custody documentation.
7. Provide weekly field reports.
8. Maintain equipment throughout monitoring periods.

City of Dickinson Responsibilities:

- ✓ Provide access to sanitary collection system infrastructure.
- ✓ Provide traffic control to assist Apex Personnel.

Apex Responsibilities and Deliverables:

- ✓ Review and confirm sampling protocol which includes recommended monitoring locations and frequency of analysis with Webster and City of Dickinson.
- ✓ Coordinate sampling with City of Dickinson Personnel.
- ✓ Provide sampling equipment and wastewater testing equipment.
- ✓ Conduct dissolved sulfide, pH, and temperature analyses at sample locations in sanitary collection system.
- ✓ Provide weekly field reports to the City of Dickinson including monitoring log and raw data.

* City of Dickinson to provide traffic control assisting Apex with sample collection, if so required by the sample location.

** Apex does not have Field Personnel certified in confined space entry. Sampling by Apex will be conducted from unconfined spaces through the use of sampling equipment. If confined space entry is required, it shall be performed by City of Dickinson Personnel certified in confined space entry.

† Apex assumes H₂S monitors will be provided by Webster and installed by Apex Field Personnel.

†† Apex does not anticipate the need for flow meter installation, unless requested by Webster or Dickinson. If flow meters are required, Apex would hire a subconsultant to provide and install flow meters. Apex would then pass-through our flow meter subconsultant's costs directly to the City of Dickinson.

††† Apex will provide grab sampling and analysis of dissolved sulfides, temperature and pH. If additional parameters are required, Apex will collect grab samples, but analysis would be performed by either the City of Dickinson's WRF laboratory or a contract laboratory. If a contract laboratory is required, Apex would pass-through our contract laboratory's costs directly to the City of Dickinson.

Task No. 4.0 – Field Verification & Local Validation

Objective:

Review sanitary collection system information and compile pipe slopes, forcemain lengths, and conditions and determine detention times. Validate suspected source segments in the sanitary collection system. Document field conditions affecting modeling assumptions. Provide a field verification memorandum.

Activities:

1. Verify pipe slopes and detention times.
2. Confirm forcemain lengths and conditions.
3. Validate suspected source segments.*
4. Document field conditions affecting modeling assumptions.

City of Dickinson Responsibilities:

- ✓ Provide requested information in a timely manner as requested.
- ✓ Provide access to sanitary collection system infrastructure.
- ✓ Provide traffic control to assist Apex Personnel.
- ✓ Review and provide comments on field verification memorandum in a timely manner.

Possible Apex Responsibilities and Deliverables:

- ✓ Collect pertinent background information on collection system infrastructure.
- ✓ Calculate and verify detention times.
- ✓ Provide sampling equipment and wastewater testing equipment.
- ✓ Conduct dissolved sulfide, pH, and temperature analyses at sample locations in sanitary collection system.
- ✓ Use sampling data to validate modeling assumptions used by Webster.
- ✓ Develop and provide a field verification memorandum to the City of Dickinson.

* Apex will provide grab sampling and analysis of dissolved sulfides, temperature and pH. If additional parameters are required, Apex will collect grab samples, but analysis would be performed by either the City of Dickinson's WRF laboratory or a contract laboratory. If a contract laboratory is required, Apex would pass-through our contract laboratory's costs directly to the City of Dickinson. Investigation of odor sources can be extensive, potentially requiring additional collection system grab and/or composite sampling, composite sampling of business/industrial sewer services and discharges, interviews with businesses/industries, evaluating industrial internal plumbing layouts, etc. which Apex will conduct as requested by the City of Dickinson on an hourly basis.

Task No. 5.0 – Regulatory & Constructability Coordination

Objective:

Review Webster’s report and findings to identify permit requirements for mitigation alternatives, local constructability issues and concerns, provide local contractor cost validation, and identify phasing constraints and operational impacts of report’s recommendations. Coordinate with North Dakota Department of Environmental Quality (NDDEQ), as necessary.

Activities:

1. Coordinate with state environmental authorities (as needed).
2. Identify permit requirements for mitigation alternatives.
3. Review alternatives for local constructability.
4. Provide local contractor cost validation.
5. Identify phasing constraints and operational impacts.

City of Dickinson Responsibilities:

- ✓ Provide Webster’s report and cost information to Apex in a timely manner.
- ✓ Review and provide comments on Regulatory and Constructability Summary in a timely manner.
- ✓ Attend scheduled meetings.

Apex Responsibilities and Deliverables:

- ✓ Coordinate with NDDEQ, as necessary, depending on project funding source.
- ✓ Identify any permitting requirements based on report’s alternatives.
- ✓ Review and identify local constructability issues and/or concerns.
- ✓ Review Webster’s capital and operational and maintenance (O&M) cost estimates.
- ✓ Identify phasing constraints of Webster’s recommendations.
- ✓ Identify operational impacts to the WRF and/or sanitary collection system based on Webster’s recommendations.
- ✓ Provide a Regulatory and Constructability Summary to the City of Dickinson.
- ✓ Schedule and attend summary meeting with City of Dickinson.