

TASK ORDER FORM

This is Task Order No. 1,
consisting of 3 pages.

Task Order No. 1

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated April 15, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: April 15, 2025
- B. Owner: City of Dickinson, ND
- C. Engineer: Moore Engineering, Inc.
- D. Specific Project (title): 21st St. West - State Ave. to 3rd Ave. West
- E. Specific Project (description): Preliminary engineering and final design for City of Dickinson project #202506: 21st St. West from State Ave. to 3rd Ave. West.

GENERAL DESCRIPTION OF PROJECT: The Project is an east-west corridor that provides access from State Avenue to Highway 22 and serves mostly residential and commercial areas. The scope generally consists of an asphalt pavement mill and overlay from State Avenue to Prairie Avenue, sidewalk and ADA improvements, street lighting and related work.

PROJECT OBJECTIVES: Engineer's services include preliminary engineering, surveying and final design for Owner to have shelf ready plans for a future construction project. The Project does not include bidding or construction phase services.

2. Services of Engineer

- 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 Under Task Order No. 1," as attached to this specific Task Order.
- B. 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. Resident Project Representative (RPR) Services: Not Included
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 2.A above 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. Deliverables Schedule

- A. Exhibit B to Task Order as shown in the Main Agreement is not applicable to this specific Task Order. Refer to Paragraph 5 below.

4. 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: lighting design standards and light pole material specifications.

5. Task Order Schedule

- A. The parties shall meet the following schedule:
1. CATEX by Definition (CED) will be completed by July 2025.
 2. Plan in Hand field review (PS&E meeting) will be held in October 2025.
 3. Final certifications and project completion will be in November 2025.

6. 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 (Part 1 of Exhibit A)		
a. Study and Report Phase (A1.02)	N/A	N/A
b. Preliminary and Final Design Phase (A1.03, A1.04)	\$183,835	Hourly Rates
c. Bidding or Negotiating Phase (A1.05)	N/A	N/A
d. Construction Phase (A1.06)*	N/A	N/A
e. Resident Project Representative*	N/A	N/A
f. Post-Construction Phase (A1.07)	N/A	N/A
g. Commissioning Phase	N/A	N/A
h. Other Services	N/A	N/A
TOTAL COMPENSATION (lines 1.a-h)	\$183,835	Hourly Rates
2. Additional Services (Part 2 of Exhibit A)	N/A	N/A

*Based on a [TBD]-month continuous construction period.

- 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. 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.

7. Engineer's Primary Subconsultants, as of the Effective Date of the Task Order:

A. Prairie Engineering (Lighting Design)

8. Exhibits and Attachments:

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

B. Other: Not Applicable

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.

The Effective Date of this Task Order is April 15, 2025.

OWNER: **City of Dickinson, ND**

ENGINEER: **Moore Engineering, Inc.**

By: _____

By: _____

Print Name: _____

Print Name: Carl Jackson, PE

Title: _____

Title: Market Leader

Date: _____

Date: _____

Engineer's License or Firm's
Certificate No. (if required): 011C
State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Josh Skluzacek, PE

Name: Carl Jackson, PE

Title: City Engineer

Title: Market Leader

E-Mail: joshua.skluzacek@dickinsongov.com

E-Mail: carl.jackson@mooreengineeringinc.com

Phone: 701-456-7744

Phone: 701-751-8389

EXHIBIT A—ENGINEER’S SERVICES UNDER TASK ORDER

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 Included. Some tasks that are normally performed during this phase will be completed as part of the Preliminary Design Phase.

1.03 Preliminary Design Phase

A. Upon authorization from Owner, Engineer shall:

1. Facilitate a kickoff meeting and field review with Owner’s personnel and NDDOT. Conduct a preliminary field assessment to identify the location of necessary field surveys, prior to survey crew mobilization.
2. Advise Owner if additional reports, data, information, or services are necessary.
3. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer.
4. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
5. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer’s use.
6. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer’s design purposes or otherwise.
7. Underground Facilities
 - a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site.

- b. Such procedure must take into account the Site and the nature of the Specific Project. Use the procedure to aid in the performance of design services:
 - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
 - 2) The procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the procedure as the design progresses and changes.
- 8. Mitigation of Utilities Conflicts
 - a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
 - b. Working together with Owner, jointly identify which specific parties or other entities will be responsible for resolution of Underground Facilities or above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.
 - c. Services associated with resolving above-ground utilities and Underground Facilities conflicts are not included and would be provided as Additional Services.
- 9. Surveys, Topographic Mapping, and Utility Documentation
 - a. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Surveys are limited to the following:
 - 1) The project will begin at the concrete/asphalt pavement transition east of State Street and end prior to the 3rd Avenue West intersection.
 - 2) Limited street design survey necessary to evaluate existing cross slope (centerline and edge of pavement), sidewalk additions and areas for full-depth pavement repairs or ponding in existing gutters.
 - 3) Design survey of 18 accessibility ramps anticipated for reconstruction.
 - 4) Existing utility locations based on one-call requests coordinated with Owner's geotechnical engineer.
 - b. Conduct a visual inspection of manholes to document the condition and obtain information to determine if repairs are necessary. Manhole inspections will include photo documentation and a summary report that will be provided to Owner.

10. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. Evaluate Owner's existing water distribution system GIS data, record drawings, and data related to water main breaks, valve operations and hydrant spacing, then coordinate with Owner to determine if improvements to the water distribution system are necessary. Detailed survey and design related to the water distribution system are not included and would be provided as Additional Services.
 - b. Coordinate with Owner's geotechnical engineer to confirm the scope of work related to geotechnical data collection and analysis.
 - c. Mill & overlay will be accomplished by a uniform depth across the entire pavement width, rather than variable depths along the corridor.
 - d. Locations for full-depth pavement repairs will be identified during the kickoff meeting field review, documented during the initial topographic survey mobilization, and indicated on construction drawings.
 - e. Accessibility ramp repairs are anticipated at 18 ramps within the project limits. Ramp design will be Level 3 as defined by NDDOT to include grades and spot elevations shown for each ramp.
 - f. Valley gutters and curb and gutter will only be designed if repairs are deemed necessary during the field review.
 - g. Sidewalk design will be completed for approximately 1,700 feet of new sidewalk on the north side of 21st Street West between State Street and the apartment complex.
 - h. Lighting design will include street lighting systems (poles, fixtures, cable/conduit, etc.) with the assumption that new electrical utility services will need to be moved or upgraded. Services related to traffic signals, pedestrian crossings, or other electrical items are not included and would be provided as Additional Services.
 - i. Designing side street intersection pavement transitions is not included.
 - j. Obtaining temporary construction easements or curb ramp agreements, and right-of-way acquisition is not included.
11. Complete environmental documentation as follows:
 - a. Prepare a Categorical Exclusion by Definition (CED) checklist to be submitted for review and approval by NDDOT. Engineer's services are based on Section 106 coordination (Class I, desktop).
 - b. Wetlands evaluation and US Army Corps of Engineers (USACE) Section 404 permit coordination is included for approximately 750' of new sidewalk on the north side of 21st Street West adjacent to the Dickinson Drainageway.
 - 1) Conduct aquatic resource (wetlands) delineation and soil classification survey.
 - 2) Prepare and submit a report to USACE for jurisdictional determination and identification of mitigation requirements, if any.

12. Prepare Preliminary Design Phase documents consisting of preliminary drawings, outline specifications (plan notes), and written descriptions of the Project. Specifications will be included as plan notes and incorporating NDDOT standards by reference. Drawings are anticipated to include plan-view street drawings, accessibility ramp grading details, miscellaneous details, plan notes and general sheets.
 13. Prepare an opinion of probable Construction Cost and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 14. Obtain and review Owner's instructions regarding Owner's procurement of construction services according to NDDOT bidding and construction requirements.
 15. Furnish electronic (PDF) review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner. Within 10 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items and decisions required in order for Engineer to commence with Final Design Phase services.
 16. Facilitate a review meeting with Owner prior to commencement of Final Design Phase.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase deliverables.

1.04 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.
1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **one (1)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
- B. Upon authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase tasks and deliverables and subsequent comments received during the Preliminary Design Phase review meeting.
- C. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized.
- D. Engineer shall perform or furnish the following other Final Design Phase services:
1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 2. Assist with or prepare applications for permits and approvals, as follows:

- a. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Specific Project:
 - 1) Section 404 permit application related to new sidewalk (only if required).
 - b. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above.
 - c. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.
 - d. Engineer does not guarantee issuance of any required permit or approval. More than one submittal for the same application due to factors beyond Engineer's control will be considered Additional Services.
 - e. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.
3. Prepare utility conflict plans required for NDDOT.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the final deliverables.
 5. Perform or provide the following other Final Design Phase task or deliverables:
 - a. Provide certifications required for final submittal to NDDOT.
 6. Furnish for review by Owner electronic (PDF) copies of the final Drawings and review them with Owner. Within 10 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 7. Facilitate a review meeting with Owner to review Final Design Phase comments.
 8. Revise the final Drawings and submit electronic (PDF) final copies of such documents to Owner within 10 days after receipt of Owner's comments and instructions.
- E. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner final Drawings and any other deliverables, as revised.
- 1.05 Bidding/Proposal Phase—Not Included
 - 1.06 Construction Phase—Not Included
 - 1.07 Post-Construction Phase—Not Included

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner’s Written Authorization—None

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 required as a result of Owner’s providing incomplete or incorrect Specific Project information to Engineer.
 7. Providing renderings or models for Owner’s use, including development, management, and other services in support of building information modeling or civil integrated management.
 8. Preparing a project manual, bidding documents and construction contract documents associated with an EJCDC construction contract.
 9. Services associated with public involvement, including meetings, mailings and other associated tasks.
 10. Services resulting from Owner’s request to modify previously approved deliverables.

11. 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.
12. 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.
13. 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).
14. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.