

# TASK ORDER NO. [ ]

This is Task Order No. **[2026-3]**,  
consisting of 11 pages.

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

## 1. TASK ORDER DATA

a.	Effective Date of Task Order:	<b>May 19, 2026</b>
b.	Owner:	<b>City of Dickinson</b>
c.	Engineer:	<b>Northern Plains Engineering</b>
d.	Specific Project (title)	<b>4<sup>th</sup> Avenue SE Roadway &amp; Utilities (NPE No. 2504100)</b>
e.	Specific Project (description):	<b>Construction Engineering / Construction Material Testing</b>
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	<b>N/A</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:	4 <sup>th</sup> Avenue SE Roadway & Utilities
Type and Size of Facility:	Reserved
Description of Improvements:	Utilities and Street Improvements
Expected Construction Start:	2026 Construction Season
Prior Studies, Reports, Plans:	4 <sup>th</sup> Ave SE Roadway and Utility Plans
Facility Location(s):	4 <sup>th</sup> Avenue SE
Current Specific Project Budget:	N/A
Funding Sources:	Development Agreement
Known Design Standards:	City of Dickinson
Known Specific Project Limitations:	Reserved
Specific Project Assumptions:	Reserved
Other Pertinent Information:	

**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.
- 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:
  - 1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- D. 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.

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**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:

**6. TASK ORDER SCHEDULE**

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Indicate "Not Applicable" if the schedule in Exhibit B, as modified for the specific Task Order, is sufficient.]**

Date	Action / Milestone	Comment

**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. Phase or Subtask 1	\$[     ]	[     ]
b. Phase or Subtask 2	\$[     ]	[     ]
c. Phase or Subtask 3	\$[     ]	[     ]
d. Phase or Subtask 4	\$[     ]	[     ]
2. Resident Project Representative Services*	<b>\$70,275.00</b>	<b>[Hourly Rates]</b>
TOTAL COMPENSATION (items 1 and 2)	<b>\$70,275.00</b>	
3. Additional Services under Section 2.D above	(N/A)	[     ]

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\*Based on a six-week 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. 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. **None**

**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 D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order
- D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form)
- E. Other:

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.

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Task Order.

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OWNER:

ENGINEER:

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

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

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

Print Name: Jeremy Wood

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

Title: Principal

Engineer's License or Firm's Certificate No. (if required): 1055C

State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Joshua Skluzacek

Name: Alec Hovick

Title: Engineering & Community Development Director

Title: Senior Project Manager

Address: 38 1<sup>st</sup> St West, Dickinson, ND 58601

Address: 441 23<sup>rd</sup> Street West, Dickinson, ND

E-Mail Address: Joshua.skluzacek@dickinsongov.com

E-Mail Address: ahovick@nplainseng.com

Phone: 701-456-7744

Phone: 507-269-3271

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

Date: 5/19/2026

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## **EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER**

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### **1. RESIDENT PROJECT REPRESENTATIVE SERVICES**

Article 1 of the Main Agreement, Services of Engineer, and Exhibit A, Engineer's Services Under Task Order, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

#### **1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. The RPR will provide an average of 40 hours representation for the assumed six-week construction schedule.
- C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

#### **1.02 Duties and Responsibilities of RPR**

- A. The duties and responsibilities of the RPR are as follows:
  - 1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Shop Drawings, Samples, and other Submittals
  - a. Receive Samples that are furnished at the Site by Contractor.
  - b. Receive Contractor-approved Shop Drawings.
  - c. Receive other Submittals from Contractor.
  - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
  - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
  - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

#### 10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

#### 11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - e. Maintain records for use in preparing Project documentation.
  - f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.
12. Reports
- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
  - d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. Completion
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
  - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
  - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

### 1.03 Limitations of Authority

#### A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.