

TASK ORDER

This is Task Order No. **231223-02**,
consisting of **4** pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated **January 10, 2018** ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: **May 20, 2025**
- b. Owner: **City of Dickinson, ND**
- c. Engineer: **Highlands Engineering & Surveying, PLLC**
- d. Specific Project (title): **North Industries Streets & Stormwater – Construction Engineering (City Project Number: 202316)**
- e. Specific Project (description): The general scope of the project is to provide Construction Engineering services including contract administration, construction inspection, material testing, and construction staking services for the construction of the publicly bid “North Industries Streets & Stormwater” infrastructure improvements project with City project number 202316. Construction of this project was awarded to Central Specialties, Inc. for a bid price of \$973,341.76.

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.

- B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

- ~~C. Designing to a Construction Cost Limit~~

~~Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$[]. The bidding or negotiating contingency to be added to the Construction Cost Limit is [] percent.~~

Task Order Form

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D. Other Services

Engineer shall also provide the following services: **N/A**

- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

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

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: **None**

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

- A. Construction of these improvements are to be completed on or before the project completion date of 8/2/2024, with final documents prepared as part of this contract to be first submitted to the City on or before **December 31, 2025**.

6. Payments to Engineer

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

1. Payments to the Engineer will be based on standard hourly rates as defined by **Method B** of **Exhibit C** with a total project fee not to exceed **\$71,626** as summarized by **Attachment 1 – Summary of Estimated Fees**.
2. Fees are based on a construction period of **20 working days** per the Contractor's initial project schedule included in **Attachment 2 – Contractor's Initial Project Schedule**.
3. Engineer may alter the distribution of compensation between individual phases of the work to be consistent with services actually rendered, but the total estimated compensation amount will not be exceeded unless approved in writing by Owner.
4. The portion of the amounts billed for Engineer's services will be based on the applicable Standard Rates for the cumulative hours charged to the Project during the billing period by Engineer's employees plus Reimbursable Expenses.

- 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:

Attachment 1 – Summary of Estimated Fees

Attachment 2 – Contractor's Initial Project Schedule

10. Other Documents Incorporated by Reference:

None

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 **May 20, 2025**.

OWNER:

By: _____

Print Name: _____

Title: _____

Date Signed: _____

ENGINEER:

By: _____

Print Name: KC Homiston, PE/LS

Title: Principal

Date Signed: _____

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

State of : North Dakota – COCP #805

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

Highlands Engineering
319 24th Street East
Dickinson, ND 58601

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Title: _____

Phone Number: _____

E-Mail Address: _____

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Andrew Schrank, PE

Title: Project Manager

Phone Number: 701-483-2444

E-Mail Address: schrack@highlandseng.com

Engineer's Services for Task Order

PART 1—BASIC SERVICES

CONSTRUCTION ENGINEERING

A1.01 Construction Management

A. As Basic Services, Engineer shall:

1. Provide construction management services according to the requirements of the Contract Documents.
2. Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D

A1.02 Construction Staking

A. As Basic Services, Engineer shall:

1. Provide construction staking services for the Contractor according to the Contract Documents.

A1.03 Material Testing

A. As Basic Services, Engineer shall:

1. HES will perform sampling and material testing for the project per the plans, specifications, and contract documents.

A1.04 Project Final Records

A. As Basic Services, Engineer shall:

1. Prepare final project documentation in accordance with City policies and regulations.



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SUMMARY OF ESTIMATED FEES

North Industries Streets & Stormwater - Construction Engineering

HOURLY RATES												
Employee Classifications	Administration		Engineering					Surveying			Material Testing	
	Principal	P.M./Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	Survey Manager	2-Person Crew	1-Person Crew	Field Technician	Asphalt Lab
Hourly Rates	\$195 / hour	\$193 / hour	\$177 / hour	\$160 / hour	\$124 / hour	\$98 / hour	\$85 / hour	\$174 / hour	\$294 / hour	\$165 / hour	\$100 / hour	\$115 / hour

SUMMARY OF ESTIMATED PROJECT FEES																										
Project Phase	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Expenses ¹	Total Fees
Construction Management		\$ -	50	\$ 9,650		\$ -	100	\$ 16,000		\$ -	200	\$ 19,600		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ 45,250
Construction Staking		\$ -	4	\$ 772		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 696	24	\$ 7,056		\$ -		\$ -		\$ -	\$ -	\$ 8,524
Material Testing		\$ -	5	\$ 965		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	40	\$ 4,000		\$ -	\$ 3,867	\$ 8,832
Project Final Records		\$ -	20	\$ 3,860		\$ -	20	\$ 3,200		\$ -	20	\$ 1,960		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ 9,020
Project Totals	0	\$ -	79	\$ 15,247	0	\$ -	120	\$ 19,200	0	\$ -	220	\$ 21,560	0	\$ -	4	\$ 696	24	\$ 7,056	0	\$ -	40	\$ 4,000	0	\$ -	\$ 3,867	\$ 71,626

Notes:

¹ See enclosed *Summary of Material Testing Fees* and/or *Summary of Reimbursable Expense* spreadsheet(s) for breakdown of additional expenses.



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SUMMARY OF MATERIAL TESTING FEES

North Industries Streets & Stormwater - Construction Engineering

Material Testing				
Test	Unit Price	Unit	Amount	Fee
Soils and Aggregate Testing				
Density Test - Rubber Ballon/Sand Cone	\$ 54	per test		\$ -
Density Test - Nuclear Density Gauge	\$ 58	per test	40	\$ 2,320
Dynamic Cone Penetration (DCP) Testing	\$ 12	per test		\$ -
Moisture-Density Relationship (Proctor): Standard (ASTM D698)	\$ 215	per test	3	\$ 645
Moisture-Density Relationship (Proctor): Modified (ASTM D1557)	\$ 230	per test		\$ -
Mechanical Analysis Thru #200 Sieve (includes washing of fines)	\$ 170	per test	4	\$ 680
Mechanical Analysis and Atterberg Limits	\$ 245	per test		\$ -
Asphalt and Concrete Testing				
Curing, Testing, and Reporting of Concrete Cylinders	\$ 32	per test	6	\$ 192
Hold Cylinders (Not Tested)	\$ 15	per test	2	\$ 30
Coring (4" Diameter) of Concrete or Asphalt Pavements	\$ 18	per test		\$ -
Total Estimated Fees				\$ 3,867

Notes:

TOTAL ESTIMATED MATERIAL TESTING FEES

\$ 3,867

