

TASK ORDER

This is Task Order No. **231223-01**,
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: **November 8, 2023**
- b. Owner: **City of Dickinson, ND**
- c. Engineer: **Highlands Engineering & Surveying, PLLC**
- d. Specific Project (title): **North Industries Streets and Stormwater Design and Bidding**
- e. Specific Project (description): The general scope of the project is to provide Design Engineering and Bidding services for the North Industries project. Funding is anticipated to include special assessment of benefiting properties.

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.~~
- D. Other Services

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

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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- 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:

- a) Provide geotechnical recommendations and reports for engineer's use in design.
- b) Negotiate right-of-way acquisition and prepare deeds using surveys provided by Engineer. Execute deeds and record the final documents.
- c) Confirm construction items to be included in assessments.
- d) Perform all duties (including landowner mailings and notifications, and legal and bond counsel, if applicable) related to creating a special assessment district not identified in Engineer's services.

5. Task Order Schedule

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

Engineer to bid the project in the Spring of 2024 for construction in the Summer of 2024 assuming the Special Assessment District is approved by the end of January 2024, and right-of-way can be negotiated prior to final construction plans being completed.

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 **\$94,650** as summarized by **Attachment 1 – Summary of Estimated Fees**.
 - 2. 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.
 - 3. 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 – Project Area

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 **November 8, 2023**.

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: _____

Print Name: KC Homiston, PE/LS

Title: _____

Title: Principal

Date Signed: _____

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):

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Title: _____

Andrew Schrank, PE
Title: Project Manager

Phone Number: _____

Phone Number: 701-483-2444

E-Mail Address: _____

E-Mail Address: schrank@highlandseng.com

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 Engineering Assessment

A. As Basic Services, Engineer shall:

1. Provide engineering assessment report and estimated costs for site improvements in accordance with NDCC requirements for special assessments.
2. Assist City in preparing Special Assessment district boundaries and estimated assessments.
3. Attend up to three (3) public meetings to discuss this assessment with the public.

A1.02 Right-of-Way Exhibits

A. As Basic Services, Engineer shall:

1. Provide exhibits for rights-of-way to be acquired by the City to accommodate the proposed improvements. This scope includes exhibits for right-of-way at each corner of each intersection to provide sufficient space for the roadway radii and ditches. Up to 12 exhibits are included in this scope.
2. Assist the City in negotiating with the landowners for the acquisition of this right-of-way.
3. City will be responsible for drafting deeds and final right-of-way negotiation.

A1.03 *Design Engineering*

A. As Basic Services, Engineer shall:

1. Prepare Plan Drawings, Specifications, and Construction Cost Estimates.
 - a. Plans will incorporate roadway design for rural road sections. Ditches will be improved where feasible to accommodate better drainage. Roadway section will consist of cement stabilization with gravel surfacing as recommended by the geotechnical engineering recommendation provided by the City.
 - b. Plans will generally follow NDDOT format.
 - c. Prepare hydrologic and hydraulic analysis of stormwater conveyance through these roadways. Summarize the assumptions and findings of this analysis in a stormwater report. It is understood that stormwater recommendations and design are intended to prevent the creation of additional drainage concerns. Not all existing drainage issues will be able to be addressed and some design may not meet current standards due to site constraints.

- d. Specifications will follow the current City of Dickinson Specifications. Changes that may be appropriate will be addressed by Plan Notes.
 - e. Conduct a review meeting with the Client to provide comments on these documents prior to final submittal.
2. Prepare Contract Documents
 - a. Prepare the appropriate bidding and contract documents using EJCDC documents.
 - b. This assumes that the improvement will be bid through a single bidding process.

A1.04 *Bidding and Awarding*

A. As Basic Services, Engineer shall:

1. Advertise project for bid.
2. Prepare and issue Addenda during project bidding as appropriate to clarify, correct, or change the issued documents.
3. Attend and assist with bid opening meeting.
4. Verify accuracy of bids received and provide a tabulation of results.
5. Work with Contractor and City to obtain signed and/or acceptable Agreements, Bonds, Insurance Certificates, etc. as required by the Contract.
6. Bidding and awarding process will follow all state and local regulations.

A1.05 *Pre-Construction Conference*

A. As Basic Services, Engineer shall:

1. Coordinate, schedule, and prepare addenda for a pre-construction conference.
2. Participate in and host a pre-construction conference prior to commencement of Work at the Site.
3. Prepare and distribute meeting minutes after meeting.

A1.06 *Project Management*

A. As Basic Services, Engineer shall:

1. Manage and coordinate the work completed by Engineer's project team.
2. Attend up to one meeting per month with the City to discuss the project progress and address project questions.
3. Provide bi-weekly progress reports to the City with a brief summary of project progress.

ATTACHMENT 1

Summary of Estimated Fees



319 24th Street East | Dickinson, ND 58601 | 701.483.2444
www.highlandseng.com

SUMMARY OF ESTIMATED FEES
North Industries Streets and Stormwater

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	\$188 / hour	\$184 / hour	\$169 / hour	\$152 / hour	\$114 / hour	\$93 / hour	\$81 / hour	\$165 / hour	\$272 / hour	\$153 / hour	\$97 / hour	\$115 / hour

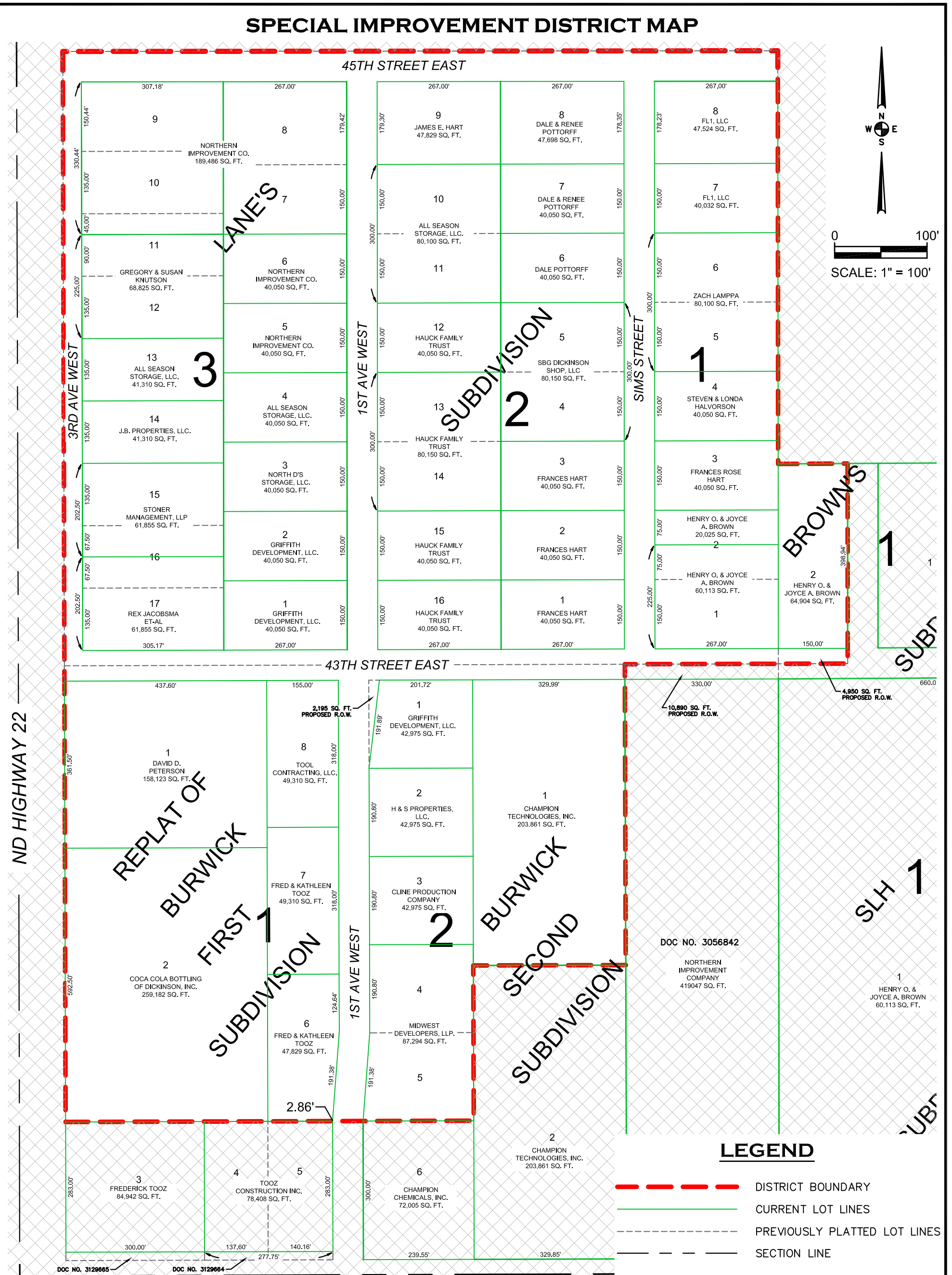
SUMMARY OF ESTIMATED PROJECT FEES																												
Project Phase	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Expenses ¹	Total Fees		
Engineering Assessment	2	\$ 376	40	\$ 7,360	2	\$ 338		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ 8,074
Right-of-Way Exhibits	6	\$ 1,128	24	\$ 4,416	36	\$ 6,084		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ 11,628
Design Engineering	12	\$ 2,256	120	\$ 22,080	160	\$ 27,040		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ 51,376
Bidding and Awarding	2	\$ 376	24	\$ 4,416	12	\$ 2,028		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ 6,820
Pre-Construction Conference	2	\$ 376	16	\$ 2,944	16	\$ 2,704		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ 6,024
Project Management	12	\$ 2,256	24	\$ 4,416	24	\$ 4,056		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ 10,728
Project Totals	36	\$ 6,768	248	\$ 45,632	250	\$ 42,250	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ 94,650

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

ATTACHMENT 2

Project Area

SPECIAL IMPROVEMENT DISTRICT MAP



0 100'
SCALE: 1" = 100'

LEGEND

- - - - - DISTRICT BOUNDARY
- CURRENT LOT LINES
- - - - - PREVIOUSLY PLATTED LOT LINES
- - - - - SECTION LINE

NOTES

- 1) THIS IS NOT A BOUNDARY SURVEY AND SHOULD NOT BE CONSTRUED AS A BOUNDARY SURVEY. THIS ASSESSMENT MAP IS TO SHOW THE PLATTED DISTANCES FOR ASSESSMENT PURPOSES. DISTANCES SHOWN ARE BASED ON PLATTED DISTANCES FROM THE ABOVE REFERENCED PLATS AND DOCUMENTS AS RECORDED AT THE STARK COUNTY RECORDER'S OFFICE.
- 2) OWNER INFORMATION AND SQUARE FOOTAGE WAS DERIVED FROM THE CITY OF DICKINSON GIS WORKSHOP AT <<HTTPS://DICKINSON.GISWORKSHOP.COM/>>. LOT 2, BLOCK 2 OF THE REPLAT OF BURWICK FIRST SUBDIVISION WAS REPORTED INCORRECTLY ON THE GIS WORKSHOP AND WAS CALCULATED FROM THE PLATTED DISTANCES.

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OFFICE: 701.483.2444
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PROJECT NUMBER:	167975	SCALE:	1"=100'
DRAWN BY:	AWS	DATE:	08/24/16
SHEET NUMBER:	A1 of A1		