

# TASK ORDER

This is City of Dickinson Task Order  
No. 2404-00273, consisting of 5 pages.

## Task Order: City of Dickinson 2025 Road Maintenance Project

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 22, 2018 and amended October 23, 2019 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- A. Effective Date of Task Order: March 19, 2024
- B. Owner: City of Dickinson
- C. Engineer: KLJ Engineering LLC
- D. Specific Project (title): City of Dickinson 2025 Road Maintenance Project (City of Dickinson No. 202501)
- E. Specific Project (description): Professional Services consisting of Preliminary Engineering, Design, Bidding and Construction Administration associated with the City of Dickinson 2025 Road Maintenance Project

### 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 – Owner and Engineer anticipate a Task Order amendment to incorporate RPR services following completion of Final Design Phase services.
- C. Designing to a Construction Cost Limit – Not Used
- D. Other Services – Not Used
- 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:  
  
Set forth as Additional Services in Part 2—Additional 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.

#### 4. Owner's Responsibilities

A. Owner shall have those general responsibilities set forth as follows:

The City of Dickinson will have certain responsibilities in support of the project. It is crucial to fulfill these responsibilities in a timely manner, ensuring that the Engineer has the necessary information and resources to carry out the road maintenance project effectively. By collaborating closely and providing the required documentation and data, the Owner will contribute to the project's success and enable seamless coordination between the Owner and the consulting firm. These responsibilities include but are not limited to the following:

1. Provide the Engineer with access to relevant geotechnical evaluation reports and studies conducted in the project area. Share geotechnical data, including soil composition, bearing capacity, pavement sections, and other pertinent information, to assist the Engineer in designing and implementing the road maintenance project effectively.
2. Grant the Engineer access to existing sanitary and storm sewer televised data for the project area. Data is to be reviewed by the Engineer to identify potential conflicts or issues that need to be addressed during the road maintenance project. The Owner will collaborate with the Engineer in resolving any conflicts or concerns related to underground utilities and drainage systems.
3. Access to past project records, including engineering plans, specifications, CAD and GIS files, and as-built documents, related to underground utilities. These documents will assist the Engineer in understanding the existing underground utility infrastructure and ensuring compatibility with the proposed road maintenance project. The Owner's staff will coordinate with the Engineer to address any discrepancies or conflicts between the proposed project and the existing underground utilities, providing necessary guidance and documentation for reference.
4. Actively engage in coordination and collaboration with the Engineer throughout the project's duration. Respond to inquiries, provide necessary clarifications, and offer technical expertise when required. The Owner's staff will work closely with the Engineer to resolve any issues or conflicts that may arise, ensuring smooth project execution. Appoint a designated project manager to assist the Engineer by providing necessary project-related information, facilitating access to data and records, and addressing any project-specific requirements such as the ones listed below:
  - Confirm total project construction budget of \$6.5 million with roughly 25% of the capital going to chip seal work.
  - Notify Engineer of definitive streets that should be prioritized and included in the project.
  - Notify Engineer of other projects that should be considered when determining the streets that are to be improved, particularly those related to utility rehabilitations or replacements, so proper coordination of separate projects can occur.
  - Research property data and linework for each landowner located in project areas and provide that data to Engineer.
  - Provide the most recent version of the City of Dickinson Aerial Photo to Engineer.
  - Provide existing utility information to Engineer.
  - Confirm construction items to be included in assessments.

- Supply envelopes, apply postage, and send out mailings to landowners.
- Perform all duties (including legal and bond counsel if applicable) related to creating a special assessment district not identified in Engineer’s services.
- Provide comments on submitted deliverables within 5 business days.
- Pay the cost of any review fees imposed by agencies having jurisdiction over the project.

## 5. Task Order Schedule

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

- Owner desires to have construction occur in the summer of 2025. Engineer will plan the various project phases to accommodate these dates, barring delays from assessment district creation, weather, or other unexpected circumstances.
- Following project schedule from Engineer’s project proposal.

Project Task	2024											2025	Deliverables/Activities
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Apr-Oct		
Contract Award	19												Agreement (Scope and Fee)
Kick-Off	26												Kick-Off Meeting with KLJ and City Staff
Preliminary Project Areas and Costs	3/27-4/11												Field Review, Cost Estimates, and District Maps
Finalize Project Areas		16											Provide Update of Proposed Areas to City Commission
Mark Removals and Survey		4/17-5/17											Fieldwork to identify concrete improvements, pavement condition, and surface drainage issues
Preliminary Design			5/13-6/28										Base Maps, Concrete Improvement Drawings
Draft PER Submittal				28									Draft PER, City Review
Finalize PER and District Creation Documents					10								District Creation Exhibits/Tables, PER, QA/QC Review
City Commission Resolution to Create District					16								City to Submit Resolution to Paper by Thursday, July 19, KLJ to Prepare Landowner Mailings
Legal Notice/Begin Protest Period						7/24-8/23							30-Day Protest Period
Design Phase						7/11-9/13							Final Design and Plan Preparation
Public Hearing						8							KLJ to Prepare Public Meeting Exhibits/Displays
End Protest Period						23							Calculate Percentage of Protested Area
City Commission Approval of Final District							3						SID to be Ratified after Protest Period
90% PS&E Submittal								13					Preliminary Plans, Specifications and Estimate (PS&E) Review Meeting with City
Final Bid Documents									2				Final PS&E, Advertisement for Bids (Legal Notice)
Bid Advertisement										9-30			Legal Notice to Paper on Thursday, October 3
Bid Opening											30		Bid Tabulation, Recommendation of Award
City Commission Meeting												5	Bid Award/Authorization of Contract
Notice to Proceed/ Construction (tentative)													4/15-10/31 Submittals, Meeting Notes, Pay Applications, Change Orders, Landowner SID Quantities, Record Drawings, Digital CAD files, Electronic Field Records, Close-Out Documents

Shaded rows indicate SID creation milestone

## 6. Payments to Engineer

A. 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, Preliminary Design, Final Design, & Bidding Phase	\$260,000	Hourly Rates
b. Construction and Post-Construction Phases*	(tbd)	(tbd)
<b>TOTAL COMPENSATION (lines 1.a-b)</b>	\$260,000	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	Hourly Rates

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

\*\*Will not be exceeded without Owner's written approval.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Engineers' 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.

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:** Exhibit A – Engineer's Services for Task Order

10. **Other Documents Incorporated by Reference:**

- A. January 22, 2018 Agreement between Owner and Engineer for Professional Services, Task Order Edition
- B. October 23, 2019 Amendment No. 1 to Owner-Engineer Agreement (extending term through January 2025)
- C. March 2024 Engineer's Proposal to Perform City of Dickinson 2025 Maintenance Projects.

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 March 19, 2024.

OWNER: City of Dickinson

ENGINEER: KLJ Engineering LLC

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

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

Print Name: Scott Decker

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

Title: President of City Commission

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

Engineer License or Firm's  
Certificate No. (if required): C-601  
State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Joshua Skluzacek

Name: James Kiedrowski

Title: City Engineer/Community  
Development Director

Title: Project Manager

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Dickinson, ND 58601

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Phone: 701-456-3101

## **Engineer's Services for Task Order: City of Dickinson 2025 Road Maintenance Project**

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### **PART 1—BASIC SERVICES**

#### *A1.01 Study and Report Phase Services*

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project and discuss potential areas to conduct field reviews. This includes one (1) scoping meeting and two (2) subsequent review meetings.
2. Advise Owner as to the necessity of Owner's providing data or services of the types described in Section 4 of the Task Order which are not part of Engineer's Basic Services and, and if requested, assist Owner in obtaining such data and services.
3. Conduct field reviews to analyze potential areas to be included in the specific Project. Potential areas are reflected in the 2023 Pavement Management Report (PMR) and will also consider recent and upcoming City of Dickinson Road and utility projects. The nature of field reviews includes comparing current pavement condition to the PMR, field checks, measurements, and photos as needed to complete a preliminary assessment of potential street repairs needed.
4. Identify and evaluate/update up to four (4) previously analyzed areas shown in the Engineer's proposal and evaluate up to two (2) additional new areas of similar size. After consultation with Owner, recommend those areas which in Engineer's judgement meet Owner's requirements. This includes providing preliminary Opinions of Cost for each area. After reviewing the areas with Owner, and based on feedback provided by Owner, Engineer will prepare and furnish specific project location maps and estimates to Owner for final recommendation of the project areas by April 16, 2024. The objective of this task is for Owner to select the proposed project improvement areas, prior to moving forward with SID creation and design.
5. Prepare and submit progress reports every two weeks and include at a minimum, the following information: what was completed in the previous period; what is anticipated to be completed in the next period; issues or concerns for the City of Dickinson; deliverables/milestones achieved during the previous period; budget management and the estimated accrual for the previous period.

- B. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised location maps and estimates have been delivered to the Owner for final project areas recommendation.

#### *A1.02 Preliminary Design Phase*

- A. Project Management: Manage and coordinate the work completed by Engineer's project team. This work shall consist of managing work assignments, attending Owner and internal team meetings,

monitoring budget and schedule, prepare and submit progress reports every two weeks (up to 16), schedule progress meetings at a minimum of every other month (up to 5), and coordination with the Owner. Stakeholder coordination will include utility owners, property owners, Owner staff and others identified during preliminary design.

- B. Fieldwork and Data Collection: Data required for construction drawings will be a compilation of information provided by Owner and supplemented by a field reconnaissance and limited survey data collection by Engineer. Engineer will conduct a field review of the existing conditions as described below. Certain improvements will be surveyed with GPS to show locations in drawings and exhibits; however, detailed topographic (design) surveys and right-of-way (property boundary) surveys are not included.
1. Determine areas in need of concrete replacement (sidewalk, curb/gutter, ramps, etc.)
  2. Slope checks to verify proposed crowns and cross-slopes
  3. Estimate patching areas to determine a plan quantity
  4. Download survey and create a base map
- C. Preliminary Construction Drawings: Preliminary design will be required to determine milling limits and new paving, concrete replacements, driveway and sidewalk transitions, accessibility grades, full-depth pavement repairs, and seal coat quantities. Preliminary construction drawings will be prepared. They will include the following sections:
1. General sheets, notes, quantities, etc.
  2. Scope of work
  3. Seal coat quantity tables
  4. Construction details and typical sections
  5. Removal, Milling, & Paving layouts (combined)
  6. Haul routes. A detailed traffic control plan will not be provided; rather, general requirements for Contractor's use will be included to prepare its traffic control plan.
- D. Opinion of Probable Construction Cost: Using the quantities calculated following the completion of the preliminary plans and specifications, prepare the Opinion of Probable Construction Cost. The Opinion of Probable Construction Cost will be based on information obtained from previous projects, contractors, material suppliers, and other databases available, for each schedule.
- E. Special Assessment District: Owner's intent is to assess the project's concrete costs through the creation of special assessment districts for the streets identified. Prior to Engineer finalizing the below tasks, Owner will confirm the construction items to be included in assessments. This scope includes the creation of up to three (3) districts in accordance with Owner's special assessment policy and individual properties will be assessed on a per parcel basis. Creating the district(s) will require the following by the Engineer:

1. Prepare a preliminary engineering report (PER) according to ND Century Code requirements.
  2. Exhibits—Prepare overall exhibits depicting zones and improvements, which will be used for public hearings and district creation documents. Engineer's scope and fee assumes individual (custom) exhibits for each property will not be required, and landowner notifications will include an overall map of each zone or a preliminary drawing of an entire block.
  3. Landowner research—Assist Owner to establish the boundary of each zone. Owner will be responsible for generating a report for the zone(s) that lists individual property ownership information and providing corresponding property linework.
  4. Quantities with estimated construction costs for each parcel will be added to the landowner list.
  5. Landowner notification—Assist Owner by providing overall district exhibits and costs referenced above. Create a mailing list(s), notification letter, frequently asked questions section, and prepare individual mailings for up to 75 landowners per district (up to 3) based on landowner information provided by the Owner. Mailings will be delivered to Owner who will apply postage and mail out. This scope includes up to 15 hours of landowner communication time per district (up to 3). Additional communication will be completed as an Additional Service.
  6. Public hearing—Prepare required exhibits and attend a public hearing required for district creation. This scope includes one public hearing.
- F. Prepare 30% Deliverables: A draft PER will be assembled and submitted to Owner for review. A PER review meeting will be held.
- G. Specifications and Bid Documents: Specifications and bid documents will be prepared using Owner standards, supplemented by project-specific requirements as needed.
- H. QA/QC Review: Perform quality reviews for all deliverables before submittal to Owner.
- I. Right-of-Way (ROW): Engineer is assuming that the construction limits will remain within the existing ROW and that additional ROW or temporary easements will not be required.
- J. Environmental: Environmental work is not included in this scope but could be incorporated as an Additional Service, if required.
- K. Hydraulic Analysis: Hydraulic analysis is not included in this scope but could be incorporated as an Additional Service, if required.
- L. Engineer's services associated with the Preliminary Design Phase will be considered complete on the date when the above deliverables have been submitted to the Owner for review.
- M. Preliminary Design Deliverables:
1. Preliminary Engineering Report
  2. Initial Landowner Mailings



### A1.03 *Final Design Phase*

Upon receipt of Owner's approval of Preliminary Design Phase deliverables, Engineer will proceed with the following Final Design Phase activities.

- A. Prepare 90% Deliverables: Conduct additional site visits and pick up survey as needed, then revise Preliminary Design Phase activities identified above.
  - 1. 90% plans and specifications
  - 2. Opinion of probable construction cost
- B. 90% Plan Review: Facilitate a meeting with Owner to review 90% deliverables.
- C. Final Plans & Specifications: Incorporate comments from the 90% plan review and assemble final bidding documents.
- D. QA/QC Review: Complete and document a final QA/QC prior to completion of the final plan and specifications.
- E. Final Deliverables:
  - 1. Final plans and specifications
  - 2. Opinion of Probable Construction Costs
- F. Engineer's services associated with the Final Design Phase will be considered complete on the date when the final deliverables are provided to the Owner.

### A1.04 *Bidding or Negotiating Phase*

- A. As Basic Services, Engineer shall:
  - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  - 2. Prepare and issue up to two (2) minor Addenda as appropriate to clarify, correct, or change the issued documents.
  - 3. Consult with Owner as to the qualifications of prospective contractors.
  - 4. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are Additional Services.

5. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  6. If Owner engages in negotiations with bidders or proposers or redesigning or rebidding to meet the Owner's budget, assisting Owner with respect to such tasks will be provided as Additional Services.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 *Construction Phase*

- A. The scope of this phase may be developed following above phases and included by amendment.

A1.06 *Post-Construction Phase*

- A. The scope of this phase may be developed following above phases and included by amendment.

A1.07 *Commissioning Phase—Not Included*

A1.08 *Other Services—Not Included*

**PART 2—ADDITIONAL SERVICES**

A2.01 *Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in addition to those defined under Basic Services including but not limited to: marketing exhibits, environmental studies, cultural/archeological studies, traffic impact analysis, permitting, permit application materials, requests for zoning change or any deviation or variance from local standards or zoning regulations, or any entitlements services such as lot modifications, platting, easements, etc.
  2. Design services in addition to those defined under Basic Services including but not limited to: lighting, fencing, landscape, stormwater treatment or sediment removal systems, structural design including but not limited to foundations and retaining walls, mechanical engineering services or pumping systems, geotechnical engineering or services to aid in the completion of their recommendations, or design of offsite improvements.
  3. Preparation for, and attendance at, a public presentation, meeting or hearing other than specified under Basic Services.

4. Preparation or revision of construction documents or design changes after the final design phase or during construction.
5. 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 Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the 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 Project.
6. 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.
7. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, character of construction, method of financing, or Owner's schedule or coordination causing unreasonable delay in the orderly and sequential progress of the Engineer's services; and revising previously accepted studies, reports, Drawings, Specifications, or 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.
8. Services associated with administration or observation of work constructed by any Constructor including but not limited to: attendance of pre-construction or construction progress meetings, shop drawing or material test review, review of applications for payment, observance and documentation of Constructor's work, issuance or review of construction change orders, field orders, or work change directives, or making recommendation to Owner regarding acceptability of work performed by any Constructor, except as specified under Basic Services.
9. Redesign or rebidding services requested to meet the Owner's construction budget after approval of the Final Design phase of the Project.
10. Services resulting from Owner's or Constructor's request to modify previously approved deliverables or to evaluate additional alternative solutions beyond those agreed to under Basic Services.
11. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
12. Services resulting from conflicting direction from the Owner or from multiple representatives of the Owner.
13. Services provided beyond the dates specified in the Engineer's original schedule.
14. Services required to provide copies of drawings, reports, specifications and other necessary information to the Owner and other consultants in a format other than PDF or paper copy or to other consultants in a format other than PDF or paper copy.

15. Providing renderings, models or electronic grading files or releases for Owner's or Constructor's use, including services in support of construction information modeling or civil integrated management, other than specified under Basic Services.
16. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility studies and cash flow analyses, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed or furnished by Owner.
17. Furnishing services of Consultants for other than provided under Basic Services.
18. Providing data or services that were to be provided by the Owner or Constructor.
19. Services attributable to more prime construction Constructors than specified under Basic Services.
20. Services to arrange for performance of construction services for Owner by Constructors other than the principal prime Constructor, and administering Owner's contract for such services.
21. 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 or Constructor; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
22. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner or Constructor for the Work or a portion thereof other than provided under Basic Services.
23. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services or making revisions to drawings for "or equal" items or bid negotiations.
24. Preparing conformed Construction Contract Documents that incorporate and integrate the content of Addenda and any amendments negotiated by Owner and Constructor.
25. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Constructor.
26. Modifying final approved design or digital files as may be required for Owner's or Constructor's use during construction.
27. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Constructor, and furnishing such Record Drawings to Owner other than provided under Basic Services.

28. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
29. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Constructor, Owner, utility companies, and other sources.
30. Preparing to serve or serving as a consultant or witness for Owner or Constructor in any litigation, arbitration, claim, dispute resolution, or other legal or administrative proceeding involving the Project.
31. Providing construction surveys and staking to enable Constructor to perform its work; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys (except as agreed to under Basic Services).
32. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner or Constructor.
33. Extensive services required during any correction period, or with respect to monitoring Constructor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

#### *A2.02 Additional Services Not Requiring Advanced Written Authorization*

- A. Engineer shall advise Owner that the Engineer is performing or furnishing the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance authorization from Owner. Engineer shall proceed with such Additional Services with the understanding that the Engineer will be paid hourly for such services at the Engineer's standard hourly rates unless an agreement has been reached between the parties for other methods of payment. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
  1. Attending meetings requested by Owner or Constructor in addition to those specified as Basic Services.
  2. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  3. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Constructor.
  4. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

5. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Constructor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
6. Services during the Construction Phase rendered after the original date for completion of the Work referred to in this Agreement.
7. Reviewing a Shop Drawing more than two (2) times, as a result of repeated inadequate submissions by Constructor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Constructor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.