

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. 6,
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 November 2, 2015 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: July 10, 2019
- b. Owner: City of Minot
- c. Engineer: Houston Engineering, Inc.
- d. Specific Project (title): City of Minot Project No. 3135.2E
SWIF E Deficiency Remediation Actions
- e. Specific Project (description): Design and construction administration of a channel bank stabilization project to repair 5 areas identified during their annual levee system inspections. Design and construction administration of a pipe cleaning and rehabilitation project to address 10 deficient outfall pipes identified during the City's 2018 pipe televising activities.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

As referenced in the attached proposal letter dated July 9, 2019.

- 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

Does not apply

- D. Other Services

Engineer shall also provide the following services: ***A geotechnical subconsultant will be retained to assist with the design of this project.***

Task Order Form

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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:

Those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

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:

| <u>Party</u> | <u>Action</u> | <u>Schedule</u> |
|--------------|--|---|
| Engineer | Completion of Task 1 – 2019 Channel Bank Stabilization Project Design and Construction | Within 18 months of the Effective Date of the Task Order. |
| Engineer | Completion of Task 2 – 2019 Pipe Cleaning and Rehabilitation Design and Construction | Within 18 months of the Effective Date of the Task Order. |

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) | | |
| Task 1 – 2019 Channel Bank Stabilization Project Design and Construction | \$300,000 | Hourly |
| Task 1.1 – Preliminary Engineering, Geotechnical Evaluation, Project Design, and Bid Support | \$100,000 | Hourly |
| Task 1.2 – Construction Engineering* | \$200,000 | Hourly |
| Task 2 – 2019 Pipe Clearing and Rehabilitation Design and Construction | \$100,000 | Hourly |
| Task 2.1 – Preliminary Engineering, Project Design, and Bid Support | \$35,000 | Hourly |
| Task 2.2 – Construction Engineering* | \$65,000 | Hourly |
| | | |
| TOTAL COMPENSATION | \$400,000 | |
| | | |
| 2. Additional Services (Part 2 of Exhibit A) | (N/A) | (N/A) |

*Based on a 6 -month continuous construction period.

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 Consultants' 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.

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 at this time. It is anticipated that a geotechnical subconsultant will be retained to assist in the design of Task 1 of this proposal.

8. Other Modifications to Agreement and Exhibits: none

9. Attachments: Exhibit A

10. Other Documents Incorporated by Reference: Proposal letter dated July 9, 2019 (attached).

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 July 10, 2019.

OWNER:

ENGINEER:

By: _____

By: Rick R. St. Germain

Print Name: Shaun Sipma

Print Name: Rick St. Germain

Title: Mayor

Title: Vice President

Engineer License or Firm's Certificate No. (if required): 015C

State of: North Dakota

Task Order Form