

## TASK ORDER

This is Task Order No. Two  
(2), consisting of 4 pages.

### Task Order Two

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated May 7, 2019 ("Agreement"), Owner and Engineer agree as follows:

#### PART 1 Background Data

- a. Effective Date of Task Order: October 22, 2019
- b. Owner: City of Minot
- c. Engineer: Houston Engineering, Inc.
- d. Specific Project (title): South Hill Zone Improvements
- e. Specific Project (description): Elevated Water Storage Tank

#### PART 2 Services of Engineer

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

Set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Preliminary Design Phase (Exhibit A, Paragraph A1.02)
  - Final Design Phase (Exhibit A, Paragraph A1.03)
  - Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
  - Construction Phase Services (Exhibit A, Paragraph A1.05)
    - including Resident Project Representative (RPR) services (A1.05.A.2)
  - Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
  - Commissioning Services (Exhibit A, Paragraph A1.07)
- B. Resident Project Representative (RPR) Services: Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.
- C. Designing to a Construction Cost Limit: Does not apply to this Task Order.
- D. Other Services: Engineer shall also provide the following services: None

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

**PART 3 Additional Services**

- F. 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.

**PART 4 Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement.

**PART 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	Furnish 3 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within 60 days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within 10 days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish 3 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within 60 days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents),	Within 10 days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents),

	and any other Final Design Phase deliverables, to Engineer.	and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish 3 copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within 15 days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

**PART 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. Preliminary and Final Design Phase (A1.02, A1.03)	\$175,855	Hourly
b. Bidding or Negotiating Phase (A1.04)	\$19,205	Hourly
c. Construction Phase (A1.05) *	\$88,990	Hourly
d. Resident Project Representative Services * (A1.05.A.2).	\$169,000	Hourly
e. Post-Construction Phase (A1.06)	\$7,475.00	Hourly
f. Commissioning Phase (A1.07)	\$7,745.00	Hourly
g. Other Services (see A1.08, and 2.D above)	\$0.00	
<b>TOTAL COMPENSATION (lines 1.a-g)</b>	\$468,000	Hourly
2. Additional Services (Part 2 of Exhibit A)	(N/A)	

\* Based on one (1) RPR for a ten week full time equivalent continuous construction period spread over 2020 and 2021 plus providing a NACE-certified coatings observer.

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.

**PART 7 Consultants retained as of the Effective Date of the Task Order:** None at this time. It is anticipated that an electrical engineering subconsultant will be retained, a local geotechnical engineering subconsultant will be retained to complete soil borings and engineering report necessary for tank foundation design, and a NACE certified coatings engineer.

**PART 8 Other Modifications to Agreement and Exhibits:** None

**PART 9 Attachments:** Preliminary Opinion of Probable Construction Cost

**PART 10 Other Documents Incorporated by Reference:** None

**PART 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 October 22, 2019.

OWNER:

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

Print Name: Shaun Sipma

Title: Mayor

ENGINEER:

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

Print Name: Cody Eilertson, PE

Title: Director of Operations

Engineer License No. 5799

State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Dan Jonasson

Title: Director of Public Works

Address: PO Box 5006, Minot, ND 58702

E-Mail: Dan.jonasson@minotnd.org

Address:

Phone: (701) 857-4112

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David Schwengler

Title: Principal/Office Manager

Address: 18 3<sup>rd</sup> Street SE, Suite 100, Minot, ND 58701

E-Mail: dschwengler@houstoneng.com

Address:

Phone: (701) 852-7931

**Task Order Form**

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