

## Task Order for the City of Miles City

In accordance with Agreement dated September 22, 2015 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- A. Effective Date of Task Order: May 1, 2016
- B. Owner: City of Miles City
- C. Engineer: Kadrmaz, Lee & Jackson, Inc. (KLJ)
- D. Specific Project (title): Miles City Water Treatment Plant Rehabilitation
- E. Specific Project (description): Assist City in preparation of DNRC Easement Application

### 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are the services set forth in the following sections:
  - Does not apply.
- B. Resident Project Representative (RPR) Services
  - Does not apply.
- C. Designing to a Construction Cost Limit
  - Does not apply.
- D. 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 as follows:
  - Does not apply.

### 4. Owner's Responsibilities

Owner shall have those responsibilities set forth below:

- Execute Easement Application
- Application Fees

## 5. Task Order Schedule

The parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Complete DNRC Application	Within [45] days of receipt of the executed 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	\$2499.32	Lump Sum
<b>TOTAL COMPENSATION</b>	<b>\$2499.32</b>	<b>Lump Sum</b>
2. Additional Services	N/A	N/A

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 2.01 of the Agreement.

## 7. Consultants retained as of the Effective Date of the Task Order:

None

## 8. Other Modifications to Agreement and Exhibits:

**Affirmative Action:** This Owner and Engineer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

To the fullest extent permitted by law, Owner and Engineer agree that Engineer's total liability to Owner under this Agreement shall be limited to \$500,000 or the total amount of compensation received by Engineer, whichever is greater.

## 9. Attachments:

Does not apply.

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

Agreement dated September 22, 2015

**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 1, 2016.

OWNER: City of Miles City

By:



Print Name:


JOHN HOWOVER

Title:

MAYOR

ENGINEER: Kadrmas, Lee & Jackson, Inc

By:



Print Name:

Carl Jackson, PE

Title:

Office Manager

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

PEL-EF-LIC-37

Montana

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Douglas C. Whitney, PE

Title:

Title:

Project Manager

Address:

Address:

2611 Gabel Road Billings, MT 59102

E-Mail

Address:

E-Mail

Address:

doug.whitney@kljeng.com

Phone:

Phone:

(406) 245-5499