



# CITY OF MILES CITY AGENDA

*Regular Council Meeting*  
*City Council Chambers*

*May 9, 2017*  
*7:00 p.m.*

## CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

### 1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES

- |                                 |           |
|---------------------------------|-----------|
| A. Regular City Council Meeting | 4/25/2017 |
| B. Finance Committee Meeting    | 4/20/2017 |

### 2. SCHEDULE MEETINGS

### 3. REQUEST OF CITIZENS & PUBLIC COMMENT

### 4. APPOINTMENTS

Police Commissioner: Mark Hilderbrand

### 5. PROCLAMATIONS

### 6. STAFF REPORTS

Terms expiring December 31, 2017: **Council Members** Ken Gardner, Rick Huber, Brant Kassner, and Dwayne Andrews. **City Judge** Al Homme

### 7. CITY COUNCIL COMMENTS

### 8. MAYOR COMMENTS

### 9. COMMITTEE RECOMMENDATIONS

**Finance-** Sending Water and Sewer Department's 2017 Charge Offs to Collection for an amount of \$490.80

### 10. BID OPENINGS- Bid for Paving Maintenance District #204 and 205

### 11. BID AWARDS

### 12. PUBLIC HEARINGS

### 13. UNFINISHED BUSINESS

**14. NEW BUSINESS**

- A. **RESOLUTION NO. 4049- A Resolution Adopting Findings of Fact and Approving the Amended Plat for the Purpose of Boundary Line Relocation of Tracts A-1 and A-2 of the Adrian Minor Subdivision Within the City of Miles City**
- B. **RESOLUTION NO. 4050- A Resolution Approving An Agreement With Kadrmas, Lee & Jackson, Inc., For Task Order Services Related To The Custer County Miles City Flood Protection Project**
- C. **RESOLUTION NO. 4051- A Resolution Approving An Engagement Letter With Jackson Murdo & Grant, P.C., For Certain Legal Services Related To The Custer County Miles City Flood Protection Project**
- D. **APPROVAL OF APRIL CLAIMS**

**15. ADJOURNMENT**

Public comment on any public matter that is not on the agenda of this meeting can be presented under Request of Citizens, provided it is within the jurisdiction of the City to address. Public comment will be entered into the minutes of this meeting. The City Council cannot take any action on a matter unless notice of the matter has been made on an agenda and an opportunity for public comment has been allowed on the matter. Public matter does not include contested cases and other adjudicative proceedings

**REGULAR COUNCIL MEETING April 25, 2017**  
**7:00 p.m.**

**CALL TO ORDER**

The Regular Council meeting was held Tuesday, April 25, 2017, in the City Hall Conference Room at City Hall, 17 S. 8<sup>th</sup> Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Brant Kassner, Dwayne Andrews, Ken Gardner, John Uden, Rick Huber, Jeff Erlenbusch, Kathy Wilcox and Susanne Galbraith.

Also present were City Attorney Dan Rice, Public Utility Director Allen Kelm, Fire Chief Gary Warren, Planner II Dawn Colton, Building Inspector Dennis Hirsch, Fire Captains Eddy Kanduch, Matthew Spiess, Mike Miller and City Clerk/Minute Recorder Lorrie Pearce.

**PLEDGE OF ALLEGIANCE**

Mayor Hollowell led the Council in the Pledge of Allegiance.

**APPROVAL OF COUNCIL & COMMITTEE MINUTES**

**City Council Minutes: 4/11/2017**

\*\* *Councilperson Galbraith moved to approve the minutes of the Regular Council Meeting of April 11, 2017, and seconded by Councilperson Gardner. The motion passed by unanimous consent, 8-0.*

**SCHEDULE MEETINGS**

*The following meetings will be held in the City Hall Conference Room:*

- Finance Committee: Thursday, May 4<sup>th</sup> @ 6:00 p.m.
- Human Resource: Tuesday, May 2<sup>nd</sup> @ 5:30 p.m.
- Flood Control: Thursday, May 4<sup>th</sup> @ 5:15 p.m.

**REQUEST OF CITIZENS & PUBLIC COMMENT**

Community/Citizen 4<sup>th</sup> of July Committee representative Mark Ahner- Request approval to close Main Street on July 4<sup>th</sup> from 8am to noon, use of Riverside Park all day, a police escort for the parade and use City signage/barricades to implement closure

Representative Ahner asked Council for permission to close Main Street on July 4<sup>th</sup> from 8am to noon, City provide signage/barricades for street closure, use Riverside Park and the Pavilion (Ryno shell) instead of the gazebo, police escort from

First Interstate Bank to Riverside Park, fees waved for the use of the park and City purchases and pays for the liability insurance on the event. The parade starts at 11 am.

Clerk Pearce said the insurance cost about \$300 and is split between the Mayor and Council fund.

*\*\* Councilperson Uden moved to approve Mr. Ahner's request to close Main Street from 8am to Noon, use Riverside Park all day, all fees associated with the event be waived, insurance be paid by the City, use the Pavilion, provide police escort for the parade and City signage/barricade be utilized for the closure of Main Street. The motion was seconded by Councilperson Gardner and on roll call vote, passed unanimously 8-0.*

Ben Holman, 2713 Pleasant Street, asked Council for permission to purchase land at the Airport or be granted an easement. He would like to build a shop on the land he owns. The land he is interested in purchasing would be the road to the building. The tract is about 600 feet and could not be used for much of anything else because it has a steep ravine and is full of sagebrush. The Airport Manager had verified that the Airport does not have use for it.

Mayor Hollowell said the Airport Manager had verified that the Airport does not have use for it and it will be discussed at their next meeting on May 8<sup>th</sup>. Then it would go through a Committee and back to Council for approval.

Attorney Rice said if the City sold the land it would have to follow City policy, which meant that it would need to be posted in the paper for highest bid. He thought an easement would be more appropriate.

*\*\* Councilperson Wilcox moved to refer the issue to the Finance Committee for further review, seconded by Councilperson Andrews and passed unanimously 8-0,*

## **APPOINTMENTS**

Dennis Hirsch- County Representative to the City Planning Board

*\*\* Councilperson Uden moved to approve Dennis Hirsch as the **County Representative to the City Planning Board**, seconded by Councilperson Wilcox and passed unanimously 8-0,*

Mayor Hollowell swore in Dennis Hirsch as the County Representative to the City Planning Board

## **PROCLAMATIONS**

Arbor Day- April 28, 2017- Mayor Hollowell proclaimed April 28, 2017 as National Arbor Day

### **STAFF REPORTS**

**Attorney Dan Rice:** Thought Rob Shipley had given a genuine effort in keeping his yard cleaned up and it has improved a lot.

### **CITY COUNCIL COMMENTS**

**Susanne Galbraith:** There is a house on Orr and 11<sup>th</sup> Street that is condemned. Inspector Hirsch said he was having trouble contacting the owner to get it cleaned up. Attorney Rice said the issue should be filed in City Court. Councilperson Gardner said he drove past the house a couple of days ago and there were two pickups being loaded with material.

**John Uden:** Thanked Attorney Rice for his comment earlier and said there are still other properties just as bad and felt the City needed to make the same effort for those. Councilperson Erlenbusch said there were several in his ward, and will get a list to the Mayor.

**Brant Kassner:** Thought if the City acquired the old BN Depot through a grant and remodel it, City Hall staff could move into it. Councilperson Uden thought it was too close to the train tracks and Councilperson Andrews thought it would be too expensive. Councilperson Kassner added that Grant Writer Muggli is looking to see if there are grants available for the project. Councilperson Huber said that there might be an opportunity to lease rooms at the VA.

**Ken Gardner:** Thanked Director Gray for taking care of a problem in his ward and asked if there were any other options to get a condemned trailer moved out of his ward. Attorney Rice said it has to go through due process.

### **MAYOR COMMENTS**

None

### **STANDING COMMITTEE RECOMMENDATIONS**

#### **Finance Committee- Recommend approval to go forward on the fire training center**

Captain Miller explained the information received on the Fire Training Center:

- Senator Tester's staff found a low interest loan with a 30 year payback plan. Approximately \$250,000 would be needed for the center at a cost of \$10,000 a year payback for principle and interest.
- The \$10,000 would be paid from the money saved in

the training, hotels, meals and travel expenditure lines. With the center being in Miles City there would be no need to go out of town for training. Employees travel two to three times a year for each training such as rope and water rescue training. It would also cover confined space training and the training needs of water and sewer employees

- First initial site considered for building was at the Waste Water Treatment Plant, now considering it behind the fire hall. He has talked with Planner Colton and the area behind the fire hall is General Commercial and would fit with the height restriction needed. It would cost less to build it by the fire hall because electricity and water are already there and the engineering cost alone to build at the treatment plant was astronomical. If built at the fire hall employees could practice every day and accessibility to the area is much easier and wouldn't cause possible harm to City vehicles

Battalion Chief Steven explained the Insurance Services Office rating (ISO)

- ✓ Miles City Fire Rescue is currently at an ISO rate of 4 (greater than 60 points). A fire training center would help achieve an ISO class of 3 (70 points or greater) by providing the opportunity to increase our score from 62.52 to 67.96
- ✓ Move the Battalion Chief to day time. This would take the City from a 2.63 for on duty personnel to a total of 3.00, which scores a 3.78 in the ISO for command response. With this change, it would give the fire department 1.15 more points. The department gets points taken away for having the Battalion Chief respond to calls on the fire engine and not in a command vehicle
- ✓ With the training center and the Battalion Chief response change, it would bring the department to a 69.11 and with divergence fraction of the fire department and water supply, it would total over 70.00 points and increase the ISO rate to a 3
- ✓ A ISO rate of 3 would save citizens who own a \$250,000 home approximately \$166 dollars a year

*\*\* Committee Member Andrew moved to approve the fire training center move forward, seconded by Committee Member Huber. On roll call vote, it passed 8-0*

**Finance Committee- Recommend denial on James Dighans request to add “storage of pallets” to his Industrial Park lease and to remove all items that are not on the lease within 30 days**

Councilperson Andrews felt Mr. Dighans had broken the lease by storing a travel trailer, flatbed trailer and stacks of pallets on the land.

Mr. Dighans said the pallets are recycled and the camper trailer is on State land. He agreed the lease did say garden, green house, and sheep, but how many business are knocking on Miles City’s door.

Councilperson Huber said what is in the lease, is in the lease, and felt it was wrong to place those items on the land without permission. He would like the City to look at how many pallets Mr. Dighans could have and how high they could be stacked if kept organized.

Councilperson Gardner felt the City needed to follow the language in the lease.

Councilperson Wilcox thought Mr. Dighans was taking liberty as to what was approved though the lease. She felt he proceeded and then asked for permission. She added that when the lease comes up for renewal the pallets could be added to the list for approval and felt if the City approved the pallets at this time it would be sending a wrong message to enforce codes.

Councilperson Erlenbusch agreed with Councilperson Huber to look into revising the lease at a later date.

Councilperson Gardner thought the City needed to follow the lease.

Attorney Rice said a lease could be revised at any time.

*\*\* Committee Member Andrew moved to approve the denial on James Dighans request to add “storage of pallets” to his Industrial Park lease and to remove all items that are not on the lease within 30 days, seconded by Committee Member Galbraith. On roll call vote, it passed 8-0*

**Finance Committee- Recommend sending ambulance bills to collection for an amount of \$12,104.21**

*\*\* Committee Member Galbraith moved to approve sending ambulance bills to collection for an amount of \$12,104.21, seconded by Committee Member Andrews. On roll call vote, it passed 8-0*

**Finance Committee- Recommend to forgive Water Works 2013, 2014 and 2015 insurance billing and to invoice for 2016**

*\*\* Committee Member Galbraith moved to approve forgiving Water Works 2013, 2014 and 2015 insurance premium billing and to invoice for 2016, seconded by Committee Member Andrews. On roll call vote, it passed 8-0*

**BID OPENINGS**

None

**BID AWARDS**

None

**PUBLIC HEARINGS**

None

**UNFINISHED BUSINESS**

**A. RESOLUTION NO. 4044- A Resolution Adopting a Long Range Transportation Plan for the City of Miles City (Tabled from April 11<sup>th</sup> meeting)**

*\*\* Councilperson Galbraith moved to approve the Resolution, by title only, seconded by Councilperson Kassner.*

Jan Pratt, 29 Broken Bow Lane, representative of Council on Aging Coordinator and leader of Custer County Transit was concerned the plan did not bring enough attention to the availability of transportation for the aging in the inner city.

Planner Colton said her comments received during the study process were recorded in the back of the report and it was just a plan and could be changed at any time.

Councilperson Erlenbusch did not think it talked enough about the flow of traffic, specifically South Gate's access.

***\*\* On roll call vote, passed unanimously 8-0. Resolution No. 4044 passed***



## NEW BUSINESS

### A. **Discussion and Approval to Establish a Working Group to Address Annexation and Incremental Monetary Transfers From County to City**

Councilperson Andrews explained who the working group membership would include:

- One County Commissioner
- Mayor of Miles City
- One homeowner from a subdivision not within the city limits
- One homeowner who is a Miles City resident
- Two City Council members
- One member of the Custer Water & Sewer District
- Miles City Public Utilities Director
- Miles City Public Works Director
- Miles City Planner II

Councilperson Andrews explained the member-working group agenda that should be followed:

- **Mission Statement:** The mission is to find acceptable alternatives to Annexation and to lessen the impacts of transition from the government of Custer County to the government of the City of Miles City
- Identify the issues related to annexation and find solutions that meet the needs of the City of Miles City and Custer County Commissioners
- Consider implementation of an action plan that will satisfy the parties in lieu of Annexation and if Annexation were to occur develop a schedule that would incrementally transfer the tax burden from County to the City of Miles City over a 5-year period for the affected property owners. For example on \$500: First year the City would receive \$100 and the County receives \$400, second year the City would receive \$200 and the County receive \$300, and so forth for the five years.

He would like the deadline to be June 15, 2017 and recommended himself and Councilperson Huber as the City Council representatives.

Councilperson Galbraith thought the only money the County would lose is the 27.7 mills paid to road maintenance.

\*\* *Councilperson Uden moved to approve the establishment of a working group to address annexation, incremental monetary transfers from County to City and Dwayne Andrews and Rick Huber represent the City on the working group, seconded by Councilperson Galbraith and, on roll call vote, passed unanimously, 8-0. **Approval to Establish a Working Group passed***

**B. RESOLUTION NO. 4048- A Resolution Approving a “Joint Application For Proposed Work in Montana’s Streams, Wetlands, Floodplains, and Other Water Bodies”**

\*\* *Councilperson Gardner moved to approve the Resolution, by title only, seconded by Councilperson Erlenbusch. On roll call vote, the motion passed 8-0*

**ADJOURNMENT**

\*\* *Councilperson Galbraith moved to adjourn the meeting, seconded by Councilperson Kassner and passed unanimously.*

The meeting was adjourned at 8:35 p.m.

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**John Hollowell, Mayor**

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**Lorrie Pearce, City Clerk**

## Finance Committee Meeting

April 20, 2017

The Finance Committee met Thursday, April 20, 2017 at 6:00 p.m. in the City Hall Conference room. Present were Committee Chairperson Susanne Galbraith and Committee Members Rick Huber, Dwayne Andrews and Kathy Wilcox.

Also present were: Planner II Dawn Colton, City Attorney Dan Rice, Fire Chief Gary Warren, Battalion Chief Branden Stevens, Captain Mike Miller and City Clerk/Recorder Lorrie Pearce.

Committee Chairperson Galbraith called the meeting to order.

**1. Request of Citizens:**

None

**2. Discussion on Fire Training Center**

Captain Miller and Battalion Chief Steven's explained the information received on the proposed Fire Training Center:

- Senator Tester's staff found a low interest loan with a 30 year payback plan. Approximately \$250,000 would be needed for the center at a cost of \$10,000 a year payback for principle and interest. No payment is needed until the center is built
- The \$10,000 would be paid from the money saved in the training, meals and travel expenditure lines. With the center being in Miles City there would be no need to go out of town for training
- First initial build was at the Waste Water Treatment Plant, now considering it behind the fire hall. It would cost less because electricity and water is already there
- Center would meet all training needs including water and sewer employees
- Possible revenue in the future from training Baker, Glendive and Plevna
- Two concerns were: 1) Is the area commercially zoned, and 2) Need to talk to neighbors about burning
- Insurance Services Office (ISO)

- ✓ Miles City Fire Rescue is currently at an ISO of 4 (greater than 60 points), a fire training center would help achieve an ISO class of 3 (70 points or greater) by providing the opportunity to increase the score from 62.52 to 67.96
- ✓ Move the Battalion Chief to day time. This would take the City from a 2.63 for on duty personnel to a total of 3.00, which scores a 3.78 in the ISO for command response. With this change, it would give the fire department 1.15 more points. The department gets points taken away for having the Battalion Chief respond to calls on the fire engine and not in a command vehicle
- ✓ With the training center and the Battalion Chief response change, it would bring the department to a 69.11 and with divergence fraction of the fire department and water supply, it would total over 70.00 points and increase the ISO rate to a 3
- ✓ A ISO rate of 3 would save citizens who own a \$250,000 home approximately \$166 dollars a year

*\*\* Committee Member Wilcox moved to present the fire training center discussion to Council with an approval to move forward, seconded by Committee Member Huber. On roll call vote, it passed 4-0*

**3. Discussion and recommendation on James Dighans request to add “storage of pallets” to the Industrial Park Lease**

Committee Member Andrews thought Mr. Dighans had violated his lease agreement with the pile of pallets, boats, trailer, and etcetera on the land.

*\*\* Committee Member Andrews moved to deny the request and anything that is not on the lease agreement be removed from the property within 30 days, seconded by Committee Member Wilcox. On roll call vote, it passed 4-0*

**4. Discussion and recommendation on Water Works Insurance Billing Owed**

*\*\* Committee Member Galbraith moved to forgive 2013, 2014 and 2015 and pay for 2016, seconded by Committee Member Wilcox.*

Water Works Director Dixie Rieger explained that she is fairly new at the position and was not aware on the billing of insurance and thanked the Committee for the recommendation.

*\*\* On roll call vote, it passed 4-0*

**5. Discussion and recommendation on Frank Wiley Field Agreement**

*\*\* Committee Member Andrews moved to approve the agreement for 10 years, seconded by Committee Member Wilcox.*

After a long discussion, it was decided that there were too many questions with no answers.

*\*\* Committee Member Galbraith moved to table the agreement until the next meeting, seconded by Committee Member Huber. The motion passed unanimously 4-0*

## **6. Review and Recommendation on Draft Leasing Agreements and Policies**

### **Planner Colton and Attorney Rice explained the changes needed to Resolution No. 3930: Manage and Monitor the Leases**

- Whereas for purpose, it is not just for industrial businesses it is also for recreational use only. Wording would need to be changed
- Now for there it be resolved: Lease administrator, second sentence- including but not limited to the industrial site tracks. Planner Colton wondered if the City should define the tracks. It was decided to list all tracks
- Number 2c: Lease Standards- Delete FY 2016-2017 and leave it generic
- Thought the prices per square foot per year should be increased and/or charged by acre
- Number 2f: After the first sentence it should be moved to a different bullet point
- Number 3i: Delete the entire paragraph

### **Changes needed to Resolution No. 3364: Establishing Procedures for the Sale or Lease of City Lands**

- Attorney Rice thought something should be added to the procedure to specify, if the leasee has a building on the City's property they have an option to extend the lease at the current rate of the property.
- No option to buy the property should be deleted
- Five year lease should be added and commercial should be defined
- 30 day to cure the default and then an additional 60 days. Councilperson Andrews thought it should be 30 days and an additional 30 days

*\*\* Committee Member Wilcox moved to refer back to staff, make revisions and bring back to committee, seconded by Committee Member Andrews. On roll call vote, it passed 4-0*

## **7. Recommendations of sending ambulance bills to collections \$12,104.21**

*\*\* Committee Member Andrews moved to recommend to Council to approve sending ambulance bills to collection, seconded by Committee Member Wilcox. On roll call vote, it passed 4-0*

**8. Adjournment**

*\*\* Committee Member Huber moved to adjourn the meeting, seconded by Committee Member Andrews and **passed** unanimously, 4-0.*

The meeting was adjourned at 7:28 p.m.

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**Susanne Galbraith, Chairperson**

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**Lorrie Pearce Recorder/City Clerk**

# New Business

Return To:  
City of Miles City  
Box 728  
Miles City MT 59301

**RESOLUTION NO. 4049**

**A RESOLUTION ADOPTING FINDINGS OF FACT AND APPROVING THE AMENDED PLAT FOR THE PURPOSE OF BOUNDARY LINE RELOCATION OF TRACTS A-1 AND A-2 OF THE ADRIAN MINOR SUBDIVISION WITHIN THE CITY OF MILES CITY.**

*WHEREAS*, LEROY ADRIAN has requested that the City of Miles City approve a boundary line relocation involving TRACTS A-1 AND A-2 OF THE ADRIAN MINOR SUBDIVISION within the City of Miles City, Custer County, Montana;

*AND WHEREAS*, the City of Miles City is authorized to approve the relocation of common boundary lines for five or fewer lots within a platted subdivision pursuant to Section 76-3-207(1)(d), MCA.

*NOW THEREFORE BE IT RESOLVED* by the City Council of Miles City, Montana, as follows:

It does hereby adopt the Staff Report to City Council, File #BLA 2017-01, attached hereto as Exhibit "A" as findings of fact, and based on such findings of fact, approves the "AMENDED PLAT Tract A-1 & Tract A-2, ADRIAN MINOR SUBDIVISION RELOCATION OF COMMON BOUNDARY LINE SW1/4, Section 27, Township 8 North, Range 47 East, P.M.M.," said amended plat being attached hereto as Exhibit "B."

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 9TH DAY OF MAY, 2017.**

ATTEST:

\_\_\_\_\_  
Lorrie Pearce, City Clerk

\_\_\_\_\_  
John Hollowell, Mayor



EXHIBIT A

**Report for City Council**  
Meeting Date May 9, 2017  
**File #BLA-2017-01 – Adrian Boundary Line Adjustment**  
*Tracts A-1 and A-2, Adrian Minor Subdivision*

The subject properties are Tracts A-1 & A-2 of the Adrian Minor Subdivision in Miles City, MT. The applicant, LeRoy Adrian, 1515 Lincoln St, Miles City, MT, proposes a boundary line adjustment to decrease the size of Tract A-1 and consequently increase the size of Lot A-2. The address for Tract A-2 is 1213 N Center Ave. The stated purpose of this boundary line adjustment is to provide improved access to the new building on Tract A-2. The properties will continue as residential land use.

The proposed *Amended Plat of Tract A-1 & Tract A-2, Adrian Minor Subdivision* is exempt from Subdivision Review per MCA section 76-3-101(1)(d) but is subject to the survey requirements in MCA 76-3-401.

*76-3-207. Divisions or aggregations of land exempted from review but subject to survey requirements and zoning regulations -- exceptions -- fees for examination of division. (1) Except as provided in subsection (2), unless the method of disposition is adopted for the purpose of evading this chapter, the following divisions or aggregations of tracts of record of any size, regardless of the resulting size of any lot created by the division or aggregation, are not subdivisions under this chapter but are subject to the surveying requirements of 76-3-401 for divisions or aggregations of land other than subdivisions and are subject to applicable zoning regulations adopted under Title 76, Chapter 2:*

*(d) for five or fewer lots within a platted subdivision, the relocation of common boundaries;*

This review is being conducted according to the Miles City Code of Ordinances (MCCO) effective April 14, 2017.

The *Amended Plat of Tract A-1 & Tract A-2, Adrian Minor Subdivision* does not create new tracts of record. Tract A-1 will be reduced in size by approximately 2,460 sq. ft. while increasing the size of Tract A-2 by same.

There are currently residential homes on both tracts. Both tracts are appropriately zoned Residential A (RA) and no change in land use is proposed. The properties are bordered by RA districts to the south, west and east. Tract A-2 is adjacent to County property to the north, across Riverside Street (an unimproved platted city street). The County property is currently vacant. Requirements of Chapter 24-53 (Zoning), Chapter 12 (Floodplain) and Chapter 5 (Building Codes) of the Miles City Code of Ordinances (MCCO) will apply to development on the subject tracts, along with any applicable Federal and State regulations. Both parcels are out of the floodplain, LOMA Case #12-08-0897A. Municipal services are readily available. The newly created lots will have legal and physical access via N. Center Ave. The subject parcels have no easements.

This boundary line adjustment will not:

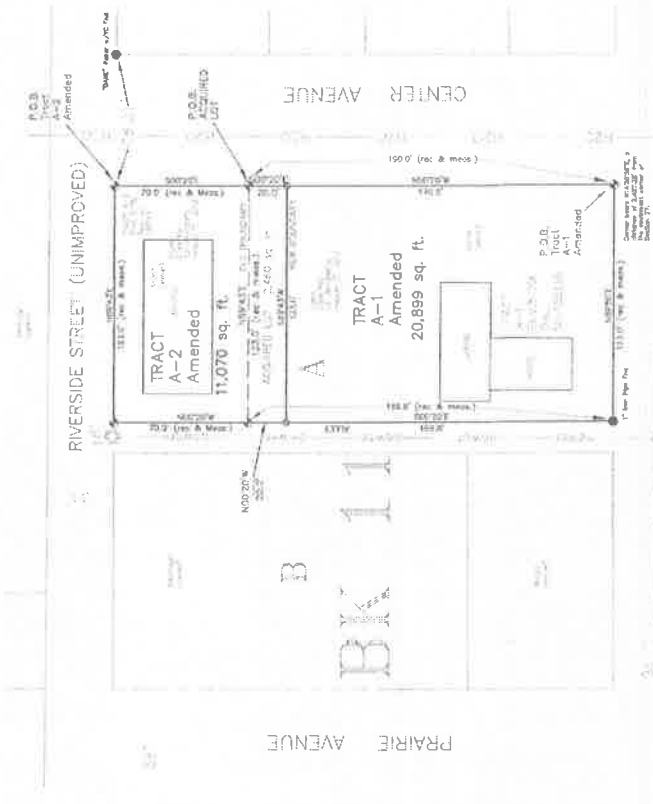
- create additional lots or tracts of land
- impact the ability of the government to provide local services
- endanger public health, safety, and welfare
- create or expand a non-conforming use
- create an expansion or cost of services
- increase the amount of roads currently being maintained by the City
- significantly increase emergency response times, traffic load, fire protection levels, schools and school routes, or landfill requirements
- create any special or rural improvement districts that would obligate the local

government either administratively or financially.

Per MCA 76-3-207, the proposed amended plat is not a subdivision, is not subject to subdivision review and does not appear to be an attempt to evade subdivision review. It appears that the completed project will meet the intent of subdivision regulations stated in MCA 76-3-102. Custer County's Examining Land Surveyor has reviewed the preliminary plat for compliance with MCA 76-3-401. Therefore, staff recommends approval of the amended plat as proposed.

DRAFT

# AMENDED PLAT Tract A-1 & Tract A-2, ADRIAN MINOR SUBDIVISION RELOCATION OF COMMON BOUNDARY LINE SW1/4, Section 27, Township 8 North, Range 47 East, P.M.M.



### Metes & Bounds

**Tract A-1 Amended**  
 Beginning at the NW corner of the SW1/4 of Section 27, Township 8 North, Range 47 East, P.M.M., and running North 89° 59' 59" West 110.70 feet to a P.O.B. (Iron Nail) set in the ground, and from thence North 89° 59' 59" West 110.70 feet to a P.O.B. (Iron Nail) set in the ground, and from thence South 89° 59' 59" East 110.70 feet to a P.O.B. (Iron Nail) set in the ground, and from thence South 89° 59' 59" East 110.70 feet to the P.O.B. of the SW1/4 of Section 27, Township 8 North, Range 47 East, P.M.M., containing 11,070 square feet, more or less.

**Tract A-2 Amended**  
 Beginning at the NW corner of the SW1/4 of Section 27, Township 8 North, Range 47 East, P.M.M., and running North 89° 59' 59" West 110.70 feet to a P.O.B. (Iron Nail) set in the ground, and from thence North 89° 59' 59" West 110.70 feet to a P.O.B. (Iron Nail) set in the ground, and from thence South 89° 59' 59" East 110.70 feet to a P.O.B. (Iron Nail) set in the ground, and from thence South 89° 59' 59" East 110.70 feet to the P.O.B. of the SW1/4 of Section 27, Township 8 North, Range 47 East, P.M.M., containing 20,899 square feet, more or less.

### Purpose of Survey

The undersigned hereby certify that the purpose of this division of land is for the purpose of a common boundary line relocation. The survey was conducted in accordance with the provisions of the Montana Subdivision Act, Chapter 76, Part 1-101, MCA. The survey was conducted on the 29th day of April, 2017.

### Certification of Surveyor

I, the undersigned, being duly qualified and sworn as a Surveyor in the State of Montana, do hereby certify that the above described survey was conducted in accordance with the provisions of the Montana Subdivision Act, Chapter 76, Part 1-101, MCA. The survey was conducted on the 29th day of April, 2017.

### Certification of Exemption Approval

I, Mayor of the City of Miles City, do hereby certify that the use of this land is for the purpose of a common boundary line relocation. The survey was conducted in accordance with the provisions of the Montana Subdivision Act, Chapter 76, Part 1-101, MCA. The survey was conducted on the 29th day of April, 2017.

### Certification of Surveyor

I, the undersigned, being duly qualified and sworn as a Surveyor in the State of Montana, do hereby certify that the above described survey was conducted in accordance with the provisions of the Montana Subdivision Act, Chapter 76, Part 1-101, MCA. The survey was conducted on the 29th day of April, 2017.

### County Treasurer's Certification

I hereby certify that all taxes properly levied and assessed on the above described land have been paid.

### LEGEND

- PROPERTY OWNER
- UNIMPROVED LAND
- 2" X 2" REBAR W/ YELLOW PLASTIC CAP
- 4" X 4" REBAR W/ YELLOW PLASTIC CAP
- 6" X 6" REBAR W/ YELLOW PLASTIC CAP
- 8" X 8" REBAR W/ YELLOW PLASTIC CAP
- 10" X 10" REBAR W/ YELLOW PLASTIC CAP
- 12" X 12" REBAR W/ YELLOW PLASTIC CAP
- 14" X 14" REBAR W/ YELLOW PLASTIC CAP
- 16" X 16" REBAR W/ YELLOW PLASTIC CAP
- 18" X 18" REBAR W/ YELLOW PLASTIC CAP
- 20" X 20" REBAR W/ YELLOW PLASTIC CAP
- 22" X 22" REBAR W/ YELLOW PLASTIC CAP
- 24" X 24" REBAR W/ YELLOW PLASTIC CAP
- 26" X 26" REBAR W/ YELLOW PLASTIC CAP
- 28" X 28" REBAR W/ YELLOW PLASTIC CAP
- 30" X 30" REBAR W/ YELLOW PLASTIC CAP
- 32" X 32" REBAR W/ YELLOW PLASTIC CAP
- 34" X 34" REBAR W/ YELLOW PLASTIC CAP
- 36" X 36" REBAR W/ YELLOW PLASTIC CAP
- 38" X 38" REBAR W/ YELLOW PLASTIC CAP
- 40" X 40" REBAR W/ YELLOW PLASTIC CAP
- 42" X 42" REBAR W/ YELLOW PLASTIC CAP
- 44" X 44" REBAR W/ YELLOW PLASTIC CAP
- 46" X 46" REBAR W/ YELLOW PLASTIC CAP
- 48" X 48" REBAR W/ YELLOW PLASTIC CAP
- 50" X 50" REBAR W/ YELLOW PLASTIC CAP
- 52" X 52" REBAR W/ YELLOW PLASTIC CAP
- 54" X 54" REBAR W/ YELLOW PLASTIC CAP
- 56" X 56" REBAR W/ YELLOW PLASTIC CAP
- 58" X 58" REBAR W/ YELLOW PLASTIC CAP
- 60" X 60" REBAR W/ YELLOW PLASTIC CAP
- 62" X 62" REBAR W/ YELLOW PLASTIC CAP
- 64" X 64" REBAR W/ YELLOW PLASTIC CAP
- 66" X 66" REBAR W/ YELLOW PLASTIC CAP
- 68" X 68" REBAR W/ YELLOW PLASTIC CAP
- 70" X 70" REBAR W/ YELLOW PLASTIC CAP
- 72" X 72" REBAR W/ YELLOW PLASTIC CAP
- 74" X 74" REBAR W/ YELLOW PLASTIC CAP
- 76" X 76" REBAR W/ YELLOW PLASTIC CAP
- 78" X 78" REBAR W/ YELLOW PLASTIC CAP
- 80" X 80" REBAR W/ YELLOW PLASTIC CAP
- 82" X 82" REBAR W/ YELLOW PLASTIC CAP
- 84" X 84" REBAR W/ YELLOW PLASTIC CAP
- 86" X 86" REBAR W/ YELLOW PLASTIC CAP
- 88" X 88" REBAR W/ YELLOW PLASTIC CAP
- 90" X 90" REBAR W/ YELLOW PLASTIC CAP
- 92" X 92" REBAR W/ YELLOW PLASTIC CAP
- 94" X 94" REBAR W/ YELLOW PLASTIC CAP
- 96" X 96" REBAR W/ YELLOW PLASTIC CAP
- 98" X 98" REBAR W/ YELLOW PLASTIC CAP
- 100" X 100" REBAR W/ YELLOW PLASTIC CAP

STATE OF MONTANA  
 COUNTY OF BUTTE

On this 29th day of April, 2017, before me, a Notary Public in and for the State of Montana, personally appeared John W. Wright, who acknowledged to me that he is the owner of the above described land and that he executed the foregoing instrument, and that he authorized me to execute this Amended Plat and to file the same with the State of Montana.

Signature: *John W. Wright*

STATE OF MONTANA  
 COUNTY OF BUTTE

On this 29th day of April, 2017, before me, a Notary Public in and for the State of Montana, personally appeared John W. Wright, who acknowledged to me that he is the owner of the above described land and that he executed the foregoing instrument, and that he authorized me to execute this Amended Plat and to file the same with the State of Montana.

Signature: *John W. Wright*

CERTIFICATE OF SURVEYOR

I, Michael, being the Registered Surveyor for the City of Miles City, do hereby certify that the above described survey was conducted in accordance with the provisions of the Montana Subdivision Act, Chapter 76, Part 1-101, MCA. The survey was conducted on the 29th day of April, 2017.

Michael  
 Miles City, Montana

CERTIFICATION OF EXAMINATION

Checked for errors and omissions in accordance with the provisions of the Montana Subdivision Act, Chapter 76, Part 1-101, MCA.

Michael  
 Miles City, Montana



AMENDED PLAT of Tracts A-1 & A-2, ADRIAN MINOR SUBDIVISION

Prepared by:  
 LeRoy Adrian  
 1515 Lincoln Street  
 Miles City, MT 59301

DOWL  
 13 PLEASANT  
 P.O. BOX  
 MILES CITY, MT 59301  
 406-234-6555

Scale: 1" = 30'

North Arrow

**EXEMPTION CLAIM APPLICATION**  
**BOUNDARY LINE ADJUSTMENT**  
**AND/OR AGGREGATION OF LANDS**

Miles City Community Services & Planning  
17 South 8<sup>th</sup> Street, PO Box 910  
Miles City, MT 59301

Date Received: APR 17 2017  
to be completed by City

Attach a check payable to the City of Miles City for \$200.00 and submit the application materials (Original, plus 2 copies) to the City of Miles City Community Services and Planning Department, 17 S. 8<sup>th</sup> Street, Miles City, MT, 59301.

**1. Property owner(s):** (If more than 2, please attach additional sheets)

a. Name: LeRoy Adrian Occupation: retired  
Address: 1515 Lincoln St Phone: \_\_\_\_\_  
City, State, Zip: Miles City, MT 59301 Email: \_\_\_\_\_

b. Name: Quinn Wright Occupation: Surveyor  
Address: 1509 Lincoln St Phone: 406-861-9542  
City, State, Zip: Miles City, MT 59301 Email: qwright@dowl.com

**2. Surveyor/Representative:**

Name: Quinn Wright Firm: DOWL  
Address: 713 Pleasant St Miles City Phone: 406-234-6666  
City, State, Zip: Miles City, MT 59301 Email: qwright@dowl.com

**3. Parcel Description(s) of Existing Tract(s):** (If more than 2, please attach additional sheets)

a. Address: 1515 Lincoln St  
Tax ID Number: \_\_\_\_\_ Geocode: 14-1740-27-3-42-01-0000  
Section: 27 Township: 8 N., Range: 47 E.  
Other legal description: Lot A-1  
Zoning District: \_\_\_\_\_ Minimum Lot Size: \_\_\_\_\_

How and when the parcel was created (example: Subdivision: X Addition, 10/3/92):

A mended Plat, ENV. SITB, Doc # 158156



**EXEMPTION CLAIM APPLICATION**  
**BOUNDARY LINE ADJUSTMENT**  
**AND/OR AGGREGATION OF LANDS**

Miles City Community Services & Planning  
17 South 8<sup>th</sup> Street, PO Box 910  
Miles City, MT 59301

Date Received: SEP 27 2017  
to be completed by City

b. Address: 1213 N. Center

Tax ID Number: \_\_\_\_\_ Geocode: 14-1740-27-3-42-04-0000

Section: 27 Township: 8 N., Range: 47 E.

Other legal description: Lot A-2

Zoning District: \_\_\_\_\_ Minimum Lot Size: \_\_\_\_\_

How and when the existing parcel was created (example: Subdivision: X Addition, 10/3/92):

Amended Plat, ENV. 517B, Doc # 158156

**4. Proposed Exemption(s):**

This application is used for proposals to relocate common boundaries between adjoining properties, and/or the aggregation of lots. Please indicate which exemptions apply to this proposal by checking the appropriate box(es):

- A division made outside of platted subdivisions for the purpose of relocating common boundary line(s) between adjoining properties. [76-3-207(1)(a), MCA]
- For five or fewer lots within a platted subdivision, the relocation of common boundaries. [76-3-207(1)(d), MCA]
- A division made for the purpose of relocating a common boundary line between a single lot within a platted subdivision and adjoining land outside a platted subdivision. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas. [76-3-207(1)(e), MCA]
- Aggregation of parcels or lots when a certificate of survey or subdivision plat shows that the boundaries of the original parcels have been eliminated and the boundaries of a larger aggregate parcel are established. A restriction or requirement on the original platted lot or original unplatted parcel continues to apply to those areas. [76-3-207(1)(f), MCA]



**EXEMPTION CLAIM APPLICATION**  
**BOUNDARY LINE ADJUSTMENT**  
**AND/OR AGGREGATION OF LANDS**

Miles City Community Services & Planning  
17 South 8<sup>th</sup> Street, PO Box 910  
Miles City, MT 59301

Date Received:

APR 17 2017

to be completed by City

a. Reasons/justification for use of the exemption:

Make Tract A-2 bigger

b. Intentions for uses of the property (List or discuss the property owners' intentions for the use of each resulting parcel. For example, will the parcel(s) be used for agriculture, commercial, residences, etc.):

residences both parcels

c. Intentions for disposition (For example, is the intent to correct a building or fence encroachment, to bring the property into compliance with zoning requirements, to prepare tracts for sale, etc.):

Make Tract A-2 bigger so that there is better access to building.

**5. Required attachments:**

Submit the original, signed application, along with two additional copies of the completed application and the information listed below.

- a. Copies of recorded deeds documenting present ownership of affected parcels.
- b. Copies of all deeds, contracts, restrictions, and covenants related to this property recorded or entered into within the past year.
- c. Site plan (or draft certificate of survey or subdivision/amended plat) showing the approximate gross and net lot sizes (in acreage or square feet), proposed property lines, and all existing and

**EXEMPTION CLAIM APPLICATION**  
**BOUNDARY LINE ADJUSTMENT**  
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Miles City, MT 59301

Date Received:                       
to be completed by City

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- 
- proposed structures. The site plan should also identify property line setbacks, parking spaces, and any other information necessary to demonstrate compliance with the zoning code.
- d. Documentation of approved variances from zoning requirements related to the affected parcels.
  - e. Copies of existing and proposed deed restrictions or covenants, if any.
  - f. All documentation in support of the sanitation exemption(s), if applicable.
  - g. Copies of any existing permits for the development on the property (building permits, floodplain permits, etc.), as applicable.

**6. Acknowledgments:**

I/We, the undersigned landowner(s) and exemption claimant(s) understand that the State of Montana provides that certain divisions of land, which would otherwise constitute subdivisions, are exempt from local subdivision review and approval, unless the transactions are an attempt to evade the Montana Subdivision and Platting Act or local subdivision regulations.

I/We affirm that this exemption claim is not an attempt to evade the Montana Subdivision and Platting Act or the Miles City Subdivision Regulations.

I/We recognize that I/We may be subject to penalties if my actions are deemed to be an effort to evade subdivision review, as set forth in Montana law:

- 76-3-301(3), MCA: If transfers not in accordance with the Montana Subdivision and Platting Act are made, the City Attorney shall commence action to enjoin further sales or transfers and complete compliance with all provision of the Montana Subdivision and Platting Act. The cost of such action shall be imposed against the party not prevailing.
- Violations: Any person who violates any provision of the Montana Subdivision and Platting Act or any local regulations adopted pursuant thereto shall be guilty of a misdemeanor and punishable by a fine of not less than \$100 or more than \$500 or by imprisonment in a county jail for not more than 3 months or by both fine and imprisonment. Each sale, lease, or transfer of each separate parcel of land in violation of any provision of this chapter or any local regulation adopted pursuant thereto shall be deemed a separate and distinct offense.
- I/We also recognize that making false statements on this form could subject me to criminal prosecution for False Swearing (per MCA 45-7-202) and Perjury (per MCA 45-7-201).
- I/We also recognize that per 45-7-203(1), MCA (Unsworn falsification to authorities), A person commits an offense under 45-7-203 if, with the purpose to mislead a public servant in performing an official function, the person:
  - (a) makes any written false statement that the person does not believe to be true;



**EXEMPTION CLAIM APPLICATION**  
**BOUNDARY LINE ADJUSTMENT**  
**AND/OR AGGREGATION OF LANDS**

Miles City Community Services & Planning  
17 South 8<sup>th</sup> Street, PO Box 910  
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Date Received: APR 17 2017  
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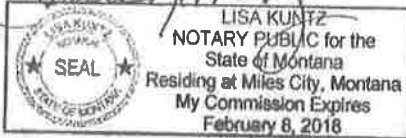
- (b) purposely creates a false impression in a written application for any pecuniary or other benefit by omitting information necessary to prevent statements from being misleading;
- (c) submits or invites reliance on any writing that the person knows to be forged, altered, or otherwise lacking in authenticity; or
- (d) submits or invites reliance on any sample, specimen, map, boundary mark, or other object that the person knows to be false.

**7. Signatures:**

I/We, as Claimant(s), has/have read the foregoing Exemption Claim Application, and affirm that my/our statements and information are true and correct to the best of my/our knowledge.

Quinn Wugert Date: 4-11-17  
Property owner's/Claimant's signature

LeRoy Adrian Date: 4-11-17  
Property owner's/Claimant's signature

Lisa Kuntz  




**RESOLUTION NO. 4050**

**A RESOLUTION APPROVING AN AGREEMENT WITH KADRMAS, LEE & JACKSON, INC., FOR TASK ORDER SERVICES RELATED TO THE CUSTER COUNTY MILES CITY FLOOD PROTECTION PROJECT.**

**WHEREAS**, the City of Miles City requires services related to the Custer County Miles City Flood Protection Project, and wishes to engage Kadrmas, Lee & Jackson, Inc. (KLJ), a City of Miles City retained engineering firm, for assistance.

**AND WHEREAS**, the procedure for assignment of task orders by the City to KLJ are set forth in a certain "Agreement Between Owner and Engineer for Professional Services, Task Order Edition," and should be approved by the City;

**NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:**

1. The "Agreement Between Owner and Engineer for Professional Services, Task Order Edition" between the City and KLJ for services related to the Custer County Miles City Flood Protection Project, as set forth in Exhibit "A", attached hereto and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City, and bind the City of Miles City thereto.

3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 9th DAY OF MAY, 2017.**

---

John Hollowell, Mayor

ATTEST:

---

Lorrie Pearce, City Clerk



May 1, 2017

Samantha Malenovsky  
Floodplain Administrator  
City of Miles City  
17 South 8th Street  
Miles City, MT 59301

Re: Forthcoming KLJ Agreements for Section 205 Feasibility Study

Dear Sam:

As requested, the purpose of this letter is to summarize anticipated services that KLJ will be providing in FY18 for the City's and County's budgeting purposes.

The draft Agreement for Professional Services (Task Order Edition) was provided on March 28, 2017. As you recall, this Agreement format enables the City to engage KLJ on a task-specific basis so that, throughout the 3-year Section 205 period, when new services are requested the process will entail us providing you a task-specific scope and fee without the need to renegotiate general contractual provisions each time. Once the new Agreement is executed the current contracts in place for Government Relations and Program Management services will be terminated and those services would be provided, moving forward, as task orders pursuant to the new Agreement.

Since the City and County are preparing for the coming fiscal year, a summary of known forthcoming KLJ services to be provided in FY18 is below.

<u>Description of Services</u>	<u>Suggested FY18 Budget</u>
Program Management/On-Call Engineering	\$72,000
Government Relations/Public Involvement	\$28,700
Structure Inventory	\$16,665
Interior Drainage	\$5,600
Hazardous, Toxic and Radioactive Waste Investigation	<u>\$33,500</u>
Total Estimated FY18 Fees	\$156,465

Some task orders for the above services will likely span multiple fiscal years, as they will be ongoing with the Section 205 project until it is complete. As such, the total fee for each task order will be different than above; however, we do not anticipate exceeding the above fees during the July 1, 2017 - June 30, 2018 period. Please note the above fees do not include services to be provided between now and June 30, 2017 nor do they include fees for services that we have not yet anticipated or discussed with the City to-date.



The basis for KLJ's compensation is summarized in Exhibit C of the draft proposed Agreement. As you will note, the three methods include: lump sum, standard hourly rates, and direct labor times a factor. We understand that the City's and County's desire is to establish a not-to-exceed amount with each task order to the extent practical, and we are accustomed to those contractual provisions. When we prepare a specific task order we will make a point of determining those tasks that are not-to-exceed or lump sum basis to meet your expectations and avoid budgeting uncertainty. Regarding the anticipated FY18 services shown in this letter, above, we envision those will be either lump sum or not-to-exceed basis of compensation. In the event that additional (out-of-scope) services are required by the City or County, KLJ would not proceed without prior written approval.

I hope this summary helps with your FY18 budget planning. Please don't hesitate to call if you need additional information.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Carl Jackson'.

Carl Jackson, PE  
Project Manager

Project #: 2416113  
cc: file

4050

EXHIBIT A  
AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date of the Agreement”) between  
\_\_\_\_\_  
City of Miles City, PO Box 910, Miles City, MT 59301 (“Owner”) and  
\_\_\_\_\_  
Kadrmars, Lee & Jackson, Inc., 4585 Coleman Street, Bismarck, ND 58503 (“Engineer”).

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer’s services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, “Engineer’s Services for Task Order,” prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, “Engineer’s Services for Task Order,” as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

## ARTICLE 2 – OWNER’S RESPONSIBILITIES

### 2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

## ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

### 3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for five (5) years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

### 3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

#### **ARTICLE 4 – INVOICES AND PAYMENTS**

##### **4.01 Invoices**

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

##### **4.02 Payments**

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement

shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### 5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by

others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.
  2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date of the Task Order to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
    - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.



- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as

appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of

payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

#### 6.06 *Suspension and Termination*

##### A. *Suspension*

1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

##### B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
2. By Engineer:
  - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of

the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

- c. Engineer shall have no liability to Owner on account of such termination.
  - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
- 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
  - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
  - 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

#### 6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, Limitations of Liability.**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment

is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.

- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
  1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
  3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
  4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
  6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.



8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this

- Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
  19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
  20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
  21. *Engineer*—The individual or entity named as such in this Agreement.
  22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
  23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
  24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
  25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
  26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
  27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
  28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
  29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.

30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
  31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
  32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
  33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
  34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
  35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
  36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
  37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
  38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

### 8.02 *Exhibits Included:*

- A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.
- F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order. **(Not Included)**
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders
- H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.
- I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.
- J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders. **(Not Included)**
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

### 8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

#### 8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

#### 8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

- 8.06 Affirmative Action: Engineer and sub-consultant or sub-contractor 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

ENGINEER: Kadrmas, Lee & Jackson, Inc.

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

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

Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

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

State of : MT PEL-EF-LIC-37

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Kadrmas, Lee & Jackson, Inc.  
4585 Coleman Street  
Bismarck, ND 58503

DESIGNATED REPRESENTATIVE  
(Paragraph 8.04):

DESIGNATED REPRESENTATIVE  
(Paragraph 8.04):

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

Carl Jackson  
Title: Project Manager

Phone Number: \_\_\_\_\_

Phone Number: 406-245-5499

Address: \_\_\_\_\_

Address: 2611 Gabel Road, Billings MT 59102

E-Mail Address: \_\_\_\_\_

E-Mail Address: carl.jackson@kljeng.com

SUGGESTED FORM OF  
TASK ORDER

This is Task Order No. _____, consisting of _____ pages.
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Task Order

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***[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]***

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

**1. Background Data**

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

**2. Services of Engineer**

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

***[Select one of the following three options and delete the other two.]***

- 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.

***[or]***

- as follows: [ ] ***[Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]***

***[or]***

- the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: ***[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]***

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)

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- 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)
  - **[or]** [not 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

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.

***[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state "Does not apply" or similar), or in any other scope of services text or document.***

***2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]***

C. Designing to a Construction Cost Limit (***Not Included***)

~~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: ***[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate "None" here in 2.D, or delete 2.D in its entirety.]***

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:

*[Select one of the following three options and delete the other two.]*

- 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.

*[or]*

- as follows: [ ] *[Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]*

*[or]*

- 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: *[State any additions or modifications to Exhibit B for this Specific Project here.]*

### 5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: *[Revise and amend for each specific Task Order.]*

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [ ] days of the receipt of Owner’s comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] 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 [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [ ] 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 [ ] 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), and any other Final Design Phase deliverables, to Engineer.	Within [ ] 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 from Engineer.
Engineer	Furnish [ ] 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 [ ] 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

## 6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

*[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either "Lump Sum," "Direct Labor," or "Hourly Rates" as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]*

Description of Service		Amount	Basis of Compensation
1.	Basic Services (Part 1 of Exhibit A)	[\$ [ ] ]	[ [ ] ]
	a. Study and Report Phase (A1.01)	[\$ [ ] ]	[ [ ] ]
	b. Preliminary and Final Design Phase (A1.02, A1.03)	[\$ [ ] ]	[ [ ] ]
	c. Bidding or Negotiating Phase (A1.04)	[\$ [ ] ]	[ [ ] ]
	d. Construction Phase (A1.05)*	[\$ [ ] ]	[ [ ] ]
	e. Resident Project Representative Services* (A1.05.A.2).	[\$ [ ] ]	[ [ ] ]
	f. Post-Construction Phase (A1.06)	[\$ [ ] ]	[ [ ] ]
	g. Commissioning Phase (A1.07)	[\$ [ ] ]	[ [ ] ]
	h. Other Services (see A1.08, and 2.D above)	[\$ [ ] ]	[ [ ] ]
<b>TOTAL COMPENSATION (lines 1.a-h)</b>		[\$ [ ] ]	
2.	Additional Services (Part 2 of Exhibit A)	(N/A)	[ [ ] ]

*[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]*

\*Based on a [ ]-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:**

**8. Other Modifications to Agreement and Exhibits:**

*[Supplement or modify Agreement and Exhibits, if appropriate.]*

**9. Attachments:**

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

## 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 [    ].

OWNER:

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

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

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

ENGINEER:

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

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

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

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

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

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

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

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

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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Task Order Form

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This is **EXHIBIT A**, consisting of [\_\_\_\_] pages, referred to in and part of the **Task Order** dated [\_\_\_\_\_].

## Engineer's Services for Task Order

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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, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: ***[List the specific potential solutions here.]***
  - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
  - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

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Exhibit A – Engineer's Services

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7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
  8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
  9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
  10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
  11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
  12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
  13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
  14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
  15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

#### A1.03 *Final Design Phase*

- A. As Basic Services, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
  3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
  4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
  5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
  6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
  7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
  8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
  9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of 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, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise 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 in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

#### 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 (or requests for proposals or other construction procurement 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 Addenda as appropriate to clarify, correct, or change the issued documents.
  3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  4. Consult with Owner as to the qualifications of prospective contractors.
  5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  6. 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 subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, 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.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

#### A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

***[Note: If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.]***

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

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Exhibit A – Engineer's Services

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5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any

Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

17. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests*:
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has

progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
  23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
  24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also

provide a notice to Owner and Contractor in the form attached hereto as Exhibit E (“Notice of Acceptability of Work”) (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

#### A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract’s correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract’s correction period.

#### A1.07 *Commissioning Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
3. Prepare operation and maintenance manuals.
4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

## **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. 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 Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific 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 Specific Project.
  2. 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.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
  5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.



6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
  - a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
  - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
  - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
12. 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 constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. 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 for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

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Exhibit A – Engineer's Services

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. 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.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

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Exhibit A – Engineer's Services

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30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. 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 connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. 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 Contractor.
  5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
  6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
  7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
  8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor'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.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [\_\_\_\_\_].

## **Owner's Responsibilities**

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Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

### **B2.01 Specific Responsibilities**

#### **A. Owner shall:**

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - a. Property descriptions.

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#### **Exhibit B– Owner's Responsibilities**

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- b. Zoning, deed, and other land use restrictions.
  - c. Utility and topographic mapping and surveys.
  - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
  - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
  6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
    - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
    - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
    - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
  7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
  8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
  9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
  10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the

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**Exhibit B— Owner's Responsibilities**

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duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
20. Perform or provide the following: None.

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**Exhibit B– Owner's Responsibilities**

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This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [\_\_\_\_\_].

## **Payments to Engineer for Services and Reimbursable Expenses**

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

### **ARTICLE 2 – OWNER'S RESPONSIBILITIES**

#### *C2.01 Basis of Compensation*

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
  1. Lump Sum (plus any expenses expressly eligible for reimbursement)
  2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
  3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

#### *C2.02 Explanation of Compensation Methods*

##### *A. Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category.
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C. *Direct Labor Costs Times a Factor*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [ ] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.



### C2.03 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of     .
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of     .
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

### ~~C2.04 Serving as a Witness~~

- ~~A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of      times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.~~

### C2.05 Other Provisions Concerning Payment

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated [\_\_\_\_\_].

### **Reimbursable Expenses Schedule**

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A schedule of reimbursable expenses is not included. Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Reimbursement for expenses as of the date of the Agreement are at Engineer's cost.

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [\_\_\_\_\_].

**Standard Hourly Rates Schedule**

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The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

*[Note: If applicable, insert standard hourly rate schedule in effect at time of Task Order.]*

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This is **EXHIBIT D**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ]].

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## **Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

### **D1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work*
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
  - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

#### 10. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

#### 11. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Specific Project documentation.

- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).



2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Specific Project in whole or in part.

This is **EXHIBIT E**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ]

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**NOTICE OF ACCEPTABILITY OF WORK**

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SPECIFIC PROJECT:

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OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

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To: \_\_\_\_\_  
OWNER

And To: \_\_\_\_\_  
CONTRACTOR

From: \_\_\_\_\_  
ENGINEER

---

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_, and the following terms and conditions of this Notice.

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

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

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

Dated: \_\_\_\_\_  
\_\_\_\_\_

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [\_\_\_\_\_].

## Insurance

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Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

### G6.05 Insurance

A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:

a.	Workers' Compensation:	Statutory
b.	Employer's Liability –	
	1) Bodily injury, each accident:	\$1,000,000
	2) Bodily injury by disease, each employee:	\$1,000,000
	3) Bodily injury/disease, aggregate:	\$1,000,000
c.	General Liability –	
	1) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
	2) General Aggregate:	\$2,000,000
d.	Excess or Umbrella Liability –	
	1) Each Occurrence:	\$2,000,000
	2) General Aggregate:	\$4,000,000
e.	Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):	\$1,000,000
f.	Professional Liability –	
	1) Each Claim Made:	\$2,000,000
	2) Annual Aggregate:	\$4,000,000

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Exhibit G - Insurance

2. By Owner:
- a. Workers' Compensation: Statutory
  - b. Employer's Liability –
    - 1) Bodily injury, each accident \$ \_\_\_\_\_
    - 2) Bodily injury by disease, each employee \$ \_\_\_\_\_
    - 3) Bodily injury/disease, aggregate \$ \_\_\_\_\_
  - c. General Liability –
    - 1) General Aggregate: \$ \_\_\_\_\_
    - 2) Each Occurrence (Bodily Injury and Property Damage): \$ \_\_\_\_\_
  - d. Excess Umbrella Liability --
    - 1) Each Occurrence: \$ \_\_\_\_\_
    - 2) General Aggregate: \$ \_\_\_\_\_
  - e. Automobile Liability –
    - 1) Combined Single Limit (Bodily Injury and Property Damage):  
Each Accident \$ \_\_\_\_\_
  - f. Other (specify): \$ \_\_\_\_\_

B. Additional Insureds:

1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.
2. During the term of each Task Order the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy.

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Exhibit G - Insurance

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [\_\_\_\_\_].

## **Dispute Resolution**

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Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

### **H6.09 *Dispute Resolution***

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation by a mutually agreed upon mediator. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [\_\_\_\_\_].

## Limitations of Liability

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Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

### 6.11.A *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement.
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, the Task Order, or the Specific Project, from any cause or causes, including but not limited to:
  - B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.

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#### Exhibit I – Limitations of Liability

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and American Society of Civil Engineers. All rights reserved.

This is EXHIBIT K, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services – Task Order Edition dated [ ].

Amendment To Task Order No. \_\_\_\_\_

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**1. Background Data:**

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

**2. Description of Modifications**

*[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]*

- a. Engineer shall perform the following Additional Services: [ ]
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]
- e. The schedule for rendering services under this Task Order is modified as follows: [ ]
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

*[List other Attachments, if any]*



**3. Task Order Summary (Reference only)**

- a. Original Task Order amount: \$[ ]
- b. Net change for prior amendments: \$[ ]
- c. This amendment amount: \$[ ]
- d. Adjusted Task Order amount: \$[ ]

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The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:

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

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

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

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

Date  
Signed: \_\_\_\_\_

Date  
Signed: \_\_\_\_\_

**RESOLUTION NO. 4051**

**A RESOLUTION APPROVING AN ENGAGEMENT LETTER WITH JACKSON MURDO & GRANT, P.C., FOR CERTAIN LEGAL SERVICES RELATED TO THE CUSTER COUNTY MILES CITY FLOOD PROTECTION PROJECT.**

**WHEREAS**, the City of Miles City and Custer County require certain legal services, including bond counsel to assist in project funding, related to the Custer County Miles City Flood Protection Project, and wish to engage Jackson Murdo & Grant, P.C. to provide such services.

**AND WHEREAS**, the an Engagement Letter for Legal Services has been presented to the City by Jackson Murdo & Grant, P.C. for consideration and approval, and the Council finds it in the best interest of the City to approve the same;

**NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:**

1. The “Proposed Engagement Letter for Legal Services for Flood Control Project – Miles City Area” between the City, Custer County, and Jackson Murdo & Grant, P.C., for services related to the Custer County Miles City Flood Protection Project, as set forth in Exhibit “A”, attached hereto and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Letter on behalf of the City of Miles City, and bind the City of Miles City thereto.

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 9th DAY OF MAY, 2017.**

---

John Hollowell, Mayor

ATTEST:

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Lorrie Pearce, City Clerk

EXHIBIT A

JACKSON MURDO & GRANT, P.C.

Attorneys

203 North Eving Street  
Helena, MT 59601

DAVID C. DALTHORP  
ROBERT M. MURDO  
SCOTT M. SVEE  
BURT W. WARD  
MURRY WARHANK

OF COUNSEL  
TERRY B. COSGROVE  
JOHN H. GRANT  
DAVID L. JACKSON

Direct Dial: (406) 442-1303  
Fax: (406) 443-7033  
Email: murdo@jmgm.com

April 20, 2017

Custer County, Montana  
City of Miles City, Montana  
CCMC Steering Committee

Re: Proposed Engagement Letter for Legal Services for Flood Control Project – Miles City Area

Ladies and Gentlemen:

We have been involved in several conference calls with City and County officials and Steering Committee (the “Committee”) for the initial stages of the Section 205 USACE study for the proposed flood control project (the “Project”). By letter dated October 18, 2016, the Committee indicated that our firm had been selected to assist with the Project. This letter outlines the scope of work that our firm expects to provide to assist with the Project during the study and the eventual creation of the flood control district and advice on funding for the construction, in part, through issuance of bonds and for the eventual maintenance of the Project.

Because of the long lead time with this Project, the possible court action and elections required to create a Flood Control District and the need for significant bond counsel involvement in the study phase (to come up with recommended options for funding) we agree to an hourly fee arrangement for our initial legal services, with a cap on that fee for each fiscal year.

From the date of approval of this agreement (anticipated by early May, 2017) to the end of the 2016-2017 fiscal year, we anticipate our charges will not exceed \$10,000, which will include an in person meeting in Miles City with the Committee and City or County staff scheduled for May 25, 2017 at 1:30. By the end of the 2016-2017 fiscal year we anticipate providing to the Committee an analysis and recommendation for the best option for a flood district formation and for funding the City and County share of construction and maintenance costs.

For the fiscal year 2017-2018, we anticipate our charges will not exceed \$15,000, which will include one on-site meeting with the Committee and City or County staff. The work anticipated by us during that fiscal year will be coordination with the Committee on the Section 205 USACE study and, if necessary to complete USACE study requirements, the commencement of creation of the District.

At this time, we are uncertain about quoting a maximum price for work after June 30, 2018. We prefer to negotiate further work and price after that date when there will be more

information available as to the work needed. If because of unique circumstances of timing, work needs to be done which will exceed the maximum for a fiscal year, our firm will notify you and request a modification for that fiscal year.

The final phase of work would be for traditional bond counsel work on the project. The fees for that bond counsel work would need to be quoted at the end of the study phase. It is too early to tell how much work would be necessary for the bond issuance. We would estimate that bond counsel services would range from \$30,000 to \$70,000.

### **Billing Procedures and Hourly Rates**

This portion of this letter is to describe our basic billing procedures and current fee structure for the work described above. For our work on the above matter, we shall charge our usual hourly rates. Currently, those rates for attorneys in our firm range from \$165 to \$300 per hour. My hourly rate is currently \$225 and will not change during the term of this agreement. Work performed by legal assistants is currently charged at between \$100 and \$130 per hour, depending on the experience of the legal assistant. In addition, we will charge you for all out-of-pocket expenses which we may incur in connection with our performance of such services. Such out-of-pocket expenses will generally include, but are not limited to, travel expenses (mileage at the federal rate), photocopying (currently 5 cents per page), courier and overnight mail charges, secretarial overtime, litigation expenses such as filing fees or publications fees, expert witness fees, and related expenses.

Each month you will receive a statement from us, containing two parts. The first part will set forth our hours and fees for services rendered. Examples of the kinds of work that may be covered on this portion of the statement might include analysis and drafting of legal documents; legal research; office and telephone conferences with you, other attorneys or consultants working on this matter; and review of correspondence and other relevant documents. The second portion of the statement will include an itemized list of the out-of-pocket expenditures such as those described above. Statements for services will be sent to you monthly, covering services and expenses rendered through the end of the previous month. Such monthly bills are payable within ten days of receipt. Amounts not paid within 90 days of original invoice will be charged interest at the rate of 10% per annum.

We will send our bills to the City of Miles City and anticipate that the City will then pay 70% and Custer County will pay 30% as described in the Letter Agreement between them dated December 27, 2016.

### **Communication**

Our firm has the capacity to communicate with clients via electronic mail (e-mail). We will be happy to communicate with you by e-mail. However, because of the possible deletion of incoming e-mail by our "Spam" monitoring software, we request that if any e-mail

communication is critical, you should contact us by telephone to alert us of the impending delivery of the e-mail.

### **Potential Conflicts**

We represent various financial institutions and businesses with which you may have contractual arrangements. If a conflict should arise between you and one of our other clients, Montana Rules of Professional Conduct require that unless we obtain written consent from both parties, we are unable to represent either party. If this occurs, we will contact you immediately to discuss possible options.

### **Right to Terminate Services**

You have the right to terminate our services at any time by notifying us in writing. We reserve the same right, but will only do so if: (a) you refuse to cooperate with us; (b) you do not pay our monthly statements in a timely manner; (c) continued representation of you would violate the rules of professional responsibility; or (d) we are unable to adequately perform the work for you because of distance or staff unavailability.

### **Ultimate Destruction of File**

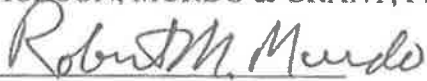
We would also like you to be aware that after we have concluded this matter, we will close your file and keep the record on our premises for a 10-year period. After 10 years, we will destroy the file. It is our policy to forward any original documents (for example, deeds to real property, titles to motor vehicles, etc.) to you at the time we receive them, and they are not kept in our files. Therefore, there should be no danger of the destruction of original documents.

If everything in this letter is agreeable to you, please sign in the place marked below for your signature and return one signed copy to me.

We appreciate the opportunity to work with you on this matter.

Very truly yours,

JACKSON, MURDO & GRANT, P.C.

  
Robert M. Murdo

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We have read the foregoing letter and acknowledge that it accurately states the terms pursuant to which we have agreed to employ Jackson, Murdo & Grant, P.C. as our attorneys in connection with the matters described therein.

ACCEPTED AND APPROVED

Custer County, Montana

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

City of Miles City, Montana

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

# Claims

05/03/17  
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CITY OF MILES CITY  
Claim Details  
For the Accounting Period: 4/17

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
128199	78744S	999999	BISON MOTOR COMPANY	39,866.15					
All three bids are scanned in this claim.									
1	BMC122016	04/26/17	2017 Police Interceptor SUV	39,866.15		22238	4000 501 410100	940	101000
128476	78716S	4013	SOLESTONE REIMB SERVICES	2,453.82					
1	8544	03/03/17	Ambulance Billing ~ March	2,453.82		22833	5510 10 420730	350	101000
128493	78618S	2471	POSTMASTER	939.46					
1	USPS0417	03/31/17	Flood Awareness Flyers	939.46		22956	1000 201 431200	311	101000
128572	78751S	999999	CHRIS NEUMANN	1,300.00					
1	1236	04/04/17	Training Program	1,300.00		22845	1000 7 420460	380	101000
128587	78619S	2162	MONTANA SUPREME COURT	300.00					
1	MCLJ22911	04/04/17	2017 Spring Judges Conferen	300.00		22911	1000 6 410300	334	101000
128588	78730S	1970	MONTANA DAKOTA UTILITIES	32,880.75					
1		04/30/17	GAS/ELECTRIC	254.79			1000 7 420460	341	101000
2			GAS/ELECTRIC	182.53			1000 7 420460	344	101000
3			GAS/ELECTRIC	307.07			1000 8 411230	341	101000
4			GAS/ELECTRIC	131.30			1000 8 411230	344	101000
5			GAS/ELECTRIC	500.43			1000 13 460433	341	101000
6			GAS/ELECTRIC	238.93			1000 13 460433	344	101000
7			GAS/ELECTRIC	15.45			1000 14 460445	341	101000
8			GAS/ELECTRIC	22.92			1000 21 440600	341	101000
9			GAS/ELECTRIC	48.03			1000 21 440600	344	101000
10				0.00			2220 16 460100	341	101000
11				0.00			2220 16 460100	344	101000
12			GAS/ELECTRIC	9,381.04			2400 46 430263	341	101000
13			GAS/ELECTRIC	5,346.80*			2400 46 430263	533	101000
14			GAS/ELECTRIC	1,734.84			2420 48 430263	341	101000
15			GAS/ELECTRIC	728.60*			2420 48 430263	533	101000
16			GAS/ELECTRIC	123.69			2430 49 430263	341	101000
17			GAS/ELECTRIC	1,147.34			2440 50 430263	341	101000
18			GAS/ELECTRIC	266.18*			2470 72 430263	341	101000
19			GAS/ELECTRIC	304.12			2470 72 430263	533	101000
20			GAS/ELECTRIC	101.89			2480 47 430263	341	101000
21			GAS/ELECTRIC	76.50*			2510 107 430220	341	101000
22			GAS/ELECTRIC	0.00			2510 107 430220	344	101000
23			GAS/ELECTRIC	0.00			2520 108 430220	341	101000
24			GAS/ELECTRIC	0.00			2520 108 430220	344	101000
25			GAS/ELECTRIC	3,447.22			5210 22 430530	341	101000
26			GAS/ELECTRIC	662.57			5210 22 430530	344	101000
27			GAS/ELECTRIC	28.75			5210 23 430550	341	101000
28			GAS/ELECTRIC	34.74			5210 23 430550	344	101000
29			GAS/ELECTRIC	28.75*			5310 31 430630	341	101000



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CITY OF MILES CITY  
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\* Over spent expenditure

Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
30				34.74			5310 31 430630	344	101000
31				1,088.81*			5310 32 430690	341	101000
32				55.90			5310 32 430690	344	101000
33				4,814.85			5310 33 430640	341	101000
34				99.09			5510 10 420730	341	101000
35				70.99			5510 10 420730	344	101000
36	04/30/17		GAS/ELECTRIC	767.26*		642	5610 87 430300	341	101000
37	04/30/17		GAS/ELECTRIC	416.05		642	5610 87 430300	344	101000
38				319.51			6040 910 430220	341	101000
39				99.07			6040 910 430220	344	101000
128589	78738S	4022	MARILYNN FORMAN	600.00					
1	MF033117CH	03/31/17	Cleaning Contract ~ City H	250.00		22572	6040 910 430220	360	101000
2	MF033117PD	03/31/17	Cleaning Contract ~ Police	350.00		22572	1000 5 420140	350	101000
128590	78752S	4076	EXPRESS LAUNDRY, LLC COMMERCIAL	180.20					
1	10137	04/11/17	CITY HALL: RUGS	42.50		23155	1000 8 411230	220	101000
2	10446	04/27/17	CITY HALL: RUGS	42.50		23155	1000 8 411230	220	101000
5	6918	04/30/17	AMBULANCE: MATS	5.00		22847	5510 10 420730	300	101000
6	10081	04/30/17	WWTP: MOPS/TOWELS	19.20		23001	5310 33 430640	360	101000
7	10092	04/10/17	WTP: MOPS/TOWELS	23.50		23001	5210 22 430530	360	101000
8	10132	04/11/17	PD: MATS	13.50		22574	1000 5 420140	360	101000
9	10309	04/20/17	SHOP:RUGS	20.50		23155	6040 910 430220	220	101000
10	10441	04/25/17	PD : MATS	13.50		22578	1000 5 420140	360	101000
128591	78753S	316	DATA IMAGING SYSTEMS, INC	2,511.73					
1	31395	04/30/17	Managed Services	291.39			1000 3 410500	360	101000
2	31395	04/30/17	Managed Services	152.26			2394 18 420531	360	101000
4	31395	04/30/17	Managed Services	136.78			5210 25 430510	360	101000
5	31395	04/30/17	Managed Services	136.78			5310 29 430610	360	101000
6	31395	04/30/17	Managed Services	72.85			1000 1 410200	360	101000
7	31395	04/30/17	Managed Services	72.85			1000 36 411020	360	101000
8	31395	04/30/17	Managed Services	144.24			5210 23 430550	360	101000
9	31395	04/30/17	Managed Services	144.24			5310 31 430630	360	101000
10	31395	04/30/17	Managed Services	103.45			2510 107 430220	360	101000
11	31395	04/30/17	Managed Services	55.37			2520 108 430220	360	101000
12	31395	04/30/17	Managed Services	73.94*			1000 9 410540	360	101000
13	31395	04/30/17	Managed Services	72.85*			1000 11 411840	360	101000
14		04/30/17	Domain Renewal -	15.74			1000 3 410500	360	101000
15		04/30/17	Domain Renewal	7.39			5210 25 430510	360	101000
16		04/30/17	Domain Renewal	7.39			5310 29 430610	360	101000
17		04/30/17	Domain Renewal	3.94			1000 1 410200	360	101000
18		04/30/17	Domain Renewal	3.94			1000 36 411020	360	101000
19		04/30/17	Domain Renewal	7.80			5210 23 430550	360	101000
20		04/30/17	Domain Renewal	7.80			5310 31 430630	360	101000
21		04/30/17	Domain Renewal	5.59			2510 107 430220	360	101000
22		04/30/17	Domain Renewal	2.99			2520 108 430220	360	101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
23	04/30/17	Domain Renewal		4.00*			1000 9 410540	360	101000
24	04/30/17	Domain Renewal		3.94*			1000 11 411840	360	101000
25	04/30/17	Domain Renewal		8.23			2394 18 420531	360	101000
26	31362 04/28/17	Dell Opti Plex ~ Utilities		487.99		23066	5210 23 430550	214	101000
27	31362 04/28/17			487.99		23066	5310 31 430630	214	101000
128592	78727S	2831 MILES CITY STAR ADVERTISING		148.20					
1	132572017 04/14/17	MC Star Subscription		49.40		21494	1000 3 410500	330	101000
2	132572017 04/14/17			49.40*		21494	5210 25 430510	330	101000
3	132572017 04/14/17			49.40*		21494	5310 29 430610	330	101000
128593	78754S	2914 TOURISM BUSINESS IMPROVEMENT		796.00					
1	04177370 04/30/17	Monthly Collections		796.00			7370 212500		101000
128594	78755S	4046 BILL RONNING		60.50					
1	1581713993 04/16/17	March Cell Phone		48.40		22897	2510 107 430220	345	101000
2	1581713993 04/16/17			12.10		22897	2520 108 430220	345	101000
128595	78729S	999999 SETH LOCKIE		46.00					
1	ATRF22899 04/17/17	CPO Class		46.00		22899	1000 13 460433	380	101000
128596	78756S	2560 REGAN PLUMBING & HEATING		109.64					
1	217-51801 04/03/17	Riverside		20.74		23152	1000 13 460433	230	101000
2	217-51850 04/11/17	211 S. Jordan		88.90		23058	5210 23 430550	350	101000
128597	78757S	1721 MID RIVERS TELEPHONE CORP		3,405.77					
1	04/30/17	TELEPHONE/INTERNET/CABLE/Judge		119.86		22918	1000 6 410300	345	101000
2	04/30/17	TELEPHONE/INTERNET/CABLE/Judge		58.30		22918	1000 6 410300	347	101000
3	04/30/17	TELEPHONE/INTERNET/CABLE/Libry		114.11		23202	2220 16 460100	345	101000
4	04/30/17	TELEPHONE/INTERNET/CABLE/Libry		118.84		23202	2220 16 460100	347	101000
5	04/30/17	TELEPHONE/INTERNET/CABLE/SmPol		0.00		1000	14 460445	345	101000
6	04/30/17	TELEPHONE/INTERNET/CABLE/ 911		341.22		21396	2850 105 420140	345	101000
8	04/30/17	TELEPHONE/INTERNET/CABLE/child		21.20*		22585	1000 5 420140	220	101000
9	04/30/17	TELEPHONE/INTERNET/CABLE/rsvp		118.92		21270	2985 15 450340	345	101000
10	04/30/17	TELEPHONE/INTERNET/CABLE/Airpt		109.86		647	5610 87 430300	345	101000
11	04/30/17	TELEPHONE/INTERNET/CABLE/Airpt		72.95*		647	5610 87 430300	319	101000
12	04/30/17	TELEPHONE/INTERNET/CABLE/Airpt		26.20		647	5610 87 430300	347	101000
14	04/30/17	TELEPHONE/INTERNET/CABLE/mayor		39.92		1000	1 410200	345	101000
15	04/30/17	TELEPHONE/INTERNET/CABLE/fin		61.54		1000	3 410500	345	101000
16	04/30/17	TELEPHONE/INTERNET/CABLE/fin		19.54		1000	3 410500	347	101000
17	04/30/17	TELEPHONE/INTERNET/CABLE/atny		13.83		1000	4 411100	345	101000
18	04/30/17	TELEPHONE/INTERNET/CABLE/pd		322.12		1000	5 420140	345	101000
19	04/30/17	TELEPHONE/INTERNET/CABLE/pd		65.66		1000	5 420140	347	101000
20	04/30/17	TELEPHONE/INTERNET/CABLE/disp		320.25		1000	5 420160	345	101000
21	04/30/17	TELEPHONE/INTERNET/CABLE/fire		171.03*		1000	7 420460	345	101000
22	04/30/17	TELEPHONE/INTERNET/CABLE/fire		135.60		1000	7 420460	347	101000
23	04/30/17	TELEPHONE/INTERNET/CABLE/tres		13.73*		1000	9 410540	345	101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
24	04/30/17	TELEPHONE/INTERNET/CABLE/park		49.81			1000 13 460433	345	101000
25	04/30/17	TELEPHONE/INTERNET/CABLE/park		37.60			1000 13 460433	347	101000
26	04/30/17	TELEPHONE/INTERNET/CABLE/ACTr		40.03			1000 21 440600	345	101000
27	04/30/17	TELEPHONE/INTERNET/CABLE/plng		86.58			1000 36 411020	345	101000
28	04/30/17	TELEPHONE/INTERNET/CABLE/bldg		26.36			2394 18 420531	345	101000
29	04/30/17	TELEPHONE/INTERNET/CABLE/md204		76.49			2510 107 430220	345	101000
30	04/30/17	TELEPHONE/INTERNET/CABLE/md205		41.81			2520 108 430220	345	101000
31	04/30/17	TELEPHONE/INTERNET/CABLE/wplnt		85.26			5210 22 430530	345	101000
32	04/30/17	TELEPHONE/INTERNET/CABLE/wplnt		80.25			5210 22 430530	347	101000
33	04/30/17	TELEPHONE/INTERNET/CABLE/wtlns		45.97			5210 23 430550	345	101000
34	04/30/17	TELEPHONE/INTERNET/CABLE/wtlns		11.40			5210 23 430550	347	101000
35	04/30/17	TELEPHONE/INTERNET/CABLE/wtadm		56.15			5210 25 430510	345	101000
36	04/30/17	TELEPHONE/INTERNET/CABLE/wtadm		22.07			5210 25 430510	347	101000
37	04/30/17	TELEPHONE/INTERNET/CABLE/wwadm		56.13			5310 29 430610	345	101000
38	04/30/17	TELEPHONE/INTERNET/CABLE/wwadm		19.51			5310 29 430610	347	101000
39	04/30/17	TELEPHONE/INTERNET/CABLE/swlns		45.96			5310 31 430630	345	101000
40	04/30/17	TELEPHONE/INTERNET/CABLE/swlns		11.40			5310 31 430630	347	101000
41	04/30/17	TELEPHONE/INTERNET/CABLE/wwpln		44.00			5310 33 430640	345	101000
42	04/30/17	TELEPHONE/INTERNET/CABLE/wwpln		45.60			5310 33 430640	347	101000
43	04/30/17	TELEPHONE/INTERNET/CABLE/amb		118.44			5510 10 420730	345	101000
44	04/30/17	TELEPHONE/INTERNET/CABLE/amb		28.24			5510 10 420730	347	101000
45	04/30/17	TELEPHONE/INTERNET/CABLE/shop		47.07			6040 910 430220	345	101000
46	04/30/17	TELEPHONE/INTERNET/CABLE/shop		64.96*			6040 910 430220	347	101000
128598	78758S	4045 LAND SOLUTIONS, INC.		4,552.70					
1	LTPC04257	04/25/17 Cosulting Services ~ Planni		2,830.12		22273	1000 36 411020	350	101000
2	BOA TRAIN	04/25/17 BOA ~ Training		1,722.58*		23156	2394 18 420531	380	101000
128600	78715S	999999 DEFENSIVE EDGE TRAINING &		395.00					
1	1789	04/03/17 Armoror Course - Sheets		395.00		22564	1000 5 420140	380	101000
128606	78728S	999999 BRADY STONE		46.00					
1	ATRF22899	04/17/17 CPO Class		46.00		22899	1000 13 460433	380	101000
128607	78717S	237 CPI COLLECTION PROFESSIONALS INC		11.52					
1	51200	03/31/17 Misty Baker ~ Collections		5.76*		CPI317	5210 25 430510	350	101000
2	51200	03/31/17		5.76*		CPI317	5310 29 430610	350	101000
128608	78720S	2830 STAR PRINTING & SUPPLY		1,239.13					
4	250816	03/20/17 F.D ~		51.29		22842	1000 7 420460	210	101000
5	250816	03/20/17		19.95		22842	5510 10 420730	210	101000
8	250489	03/08/17 R.S.V.P		520.59*		21267	2985 15 450330	220	101004
10	250999	03/23/17 Historical Preservation		5.59		17-024	2935 11 460461	210	101000
17	250733	03/16/17 Finance ~		92.66		22530	1000 3 410500	210	101000
18	250733	03/16/17		92.66*		22530	5210 25 430510	210	101000
19	250733	03/16/17		92.66		22530	5310 29 430610	210	101000
20	250365	03/06/17		37.04		22530	1000 3 410500	210	101000

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Claim Line #	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
21	250365	03/06/17		37.05*		22530	5210 25 430510	210	101000
22	250365	03/06/17		37.05		22530	5310 29 430610	210	101000
23	250896	03/06/17	City Court ~	30.50		22908	1000 6 410300	210	101000
24	250662	03/13/17		89.29		22908	1000 6 410300	210	101000
25	250882	03/21/17	Police Department ~	85.26*		22559	1000 5 420140	220	101000
26	250882	03/25/17		-79.30*		22559	1000 5 420140	220	101000
27	251025	03/24/17	Library ~	126.84		22145	2220 16 460100	320	101000
128609	78721S	394 BOSS INC		803.74					
1	144202-0	03/14/17	Finance ~	197.20		22534	1000 3 410500	210	101000
2	142690-0	03/14/17		197.20*		22534	5210 25 430510	210	101000
3	144851-0	03/14/17		197.19		22534	5310 29 430610	210	101000
9	143736-0	03/14/17	PD ~ Warning Books	117.95*		22561	1000 5 420140	220	101000
10	143388-0	03/14/17		23.95		22566	1000 5 420140	210	101000
11	145352-0	03/14/17		70.25		22566	1000 5 420140	210	101000
128610	78722S	4019 WEX Bank		7,174.11					
1	49229331	03/30/17	FUEL	212.99			1000 13 460433	231	101000
3	03/30/17	FUEL		1,457.72			2510 107 430220	231	101000
4	03/30/17	FUEL		364.43			2520 108 430220	231	101000
6	03/30/17	FUEL		118.58			1000 201 431200	231	101000
7	03/30/17	FUEL		77.87			5210 22 430530	231	101000
8	03/30/17	FUEL		51.92			5210 80 430540	231	101000
9	03/30/17	FUEL		103.83			5310 33 430640	231	101000
10	03/30/17	FUEL		129.79			5310 32 430690	231	101000
11	03/30/17	FUEL		710.83			1000 7 420460	231	101000
12	03/30/17	FUEL		1,027.02			5510 10 420730	231	101000
13	03/30/17	FUEL		1,829.15			1000 5 420140	231	101000
14	03/30/17	FUEL		84.58			1000 21 440600	231	101000
16	03/30/17	FUEL		421.35			5210 23 430550	231	101000
17	03/30/17	FUEL		421.34			5310 31 430630	231	101000
18	03/30/17	FUEL		162.71			5610 87 430300	231	101000
128611	78723S	373 MASTERCARD		24,665.59					
1	03/20/17	SUPPLIES		24.90			1000 3 410500	210	101000
2	03/20/17			10.83			1000 3 410500	311	101000
3	03/20/17			328.98			1000 5 420140	210	101000
4	03/20/17			250.21*			1000 5 420140	220	101000
5	03/20/17			8.00*			1000 5 420140	226	101000
6	03/20/17			210.01			1000 5 420140	230	101000
7	03/20/17			144.98			1000 5 420140	311	101000
8	03/20/17			40.65*			1000 5 420140	320	101000
9	03/20/17			457.68			1000 5 420140	366	101000
10	03/20/17			40.00			1000 5 420140	380	101000
11	03/20/17			165.00			1000 5 420140	370	101000
12	03/20/17			125.42			1000 5 420160	210	101000
13	03/20/17			355.25*			1000 5 420160	370	101000

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14	03/20/17		84.48			1000 6 410300	220	101000
15	03/20/17		159.10			1000 7 420460	210	101000
16	03/20/17		531.24			1000 7 420460	220	101000
17	03/20/17		66.88			1000 7 420460	226	101000
18	03/20/17		49.29			1000 7 420460	230	101000
19	03/20/17		329.00			1000 7 420460	334	101000
20	03/20/17		62.87*			1000 7 420460	345	101000
21	03/20/17		445.53			1000 7 420460	364	101000
22	03/20/17		375.00			1000 7 420460	380	101000
23	03/20/17		52.23			1000 7 420460	400	101000
24	03/20/17		129.59			1000 8 411230	220	101000
25	03/20/17		344.78			1000 11 411840	220	101000
26	03/20/17		134.97			1000 13 460433	220	101000
27	03/21/17		150.00			1000 13 460433	226	101000
28	03/20/17		1,337.76			1000 13 460433	230	101000
29	03/20/17		115.00			1000 13 460433	334	101000
30	03/20/17		32.08			1000 13 460433	363	101000
31	03/20/17		143.61*			1000 13 460434	363	101000
32	03/20/17		5.38			1000 21 440600	230	101000
33	03/20/17		30.00			1000 36 411020	334	101000
34	03/20/17		344.78			1000 201 431200	220	101000
35	03/20/17		63.75			1000 201 431200	311	101000
36	03/20/17		122.78			2220 16 460100	224	101000
37	03/20/17		133.02			2220 16 460100	311	101000
38	03/20/17		141.00			2880 41 460100	380	101030
39	03/20/17		727.29			2220 16 460100	382	101000
40	03/20/17		344.78			2394 18 420531	220	101000
41	03/20/17		6.59			2394 18 420531	311	101000
42	03/20/17		236.09*			2394 18 420531	380	101000
43	03/20/17		96.98			2510 107 430220	214	101000
44	03/20/17		304.57			2510 107 430220	220	101000
45	03/20/17		479.01			2510 107 430220	230	101000
46	03/20/17		863.76*			2510 107 430220	363	101000
47	03/20/17		76.15*			2520 108 430220	220	101000
48	03/20/17		96.02			2520 108 430220	230	101000
49	03/20/17		215.94			2520 108 430220	363	101000
50	03/20/17		59.02			2520 108 430220	370	101000
51	03/20/17		73.39			2935 11 460461	210	101000
52	03/20/17		971.73*			2985 15 450330	220	101004
53	03/20/17		2.94			2985 15 450340	311	101000
54	03/20/17		236.50			2985 15 450340	370	101000
55	03/20/17		38.35			5210 22 430530	220	101000
56	03/20/17		25.22			5210 22 430530	230	101000
57	03/20/17		90.00			5210 22 430530	370	101000
58	03/20/17		450.00			5210 22 430530	380	101000
59	03/20/17		71.38			5210 23 430550	210	101000
60	03/20/17		213.42			5210 23 430550	220	101000

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61	03/20/17		1,350.42			5210 23 430550	230	101000
62	03/20/17		32.00			5210 23 430550	241	101000
63	03/20/17		78.83			5210 23 430550	320	101000
64	03/20/17		410.23*			5210 23 430550	363	101000
65	03/20/17		147.55			5210 23 430550	370	101000
66	03/20/17		24.90*			5210 25 430510	210	101000
67	03/20/17		10.83			5210 25 430510	311	101000
68	03/20/17		38.77			5210 80 430540	210	101000
69	03/20/17		38.35			5210 80 430540	220	101000
70	03/20/17		237.41			5210 80 430540	222	101000
71	03/20/17		25.21			5210 80 430540	230	101000
72	03/20/17		8.29			5210 80 430540	311	101000
73	03/20/17		323.75			5210 80 430540	352	101000
74	03/20/17		363.00			5210 80 430540	370	101000
75	03/20/17		24.89			5310 29 430610	210	101000
76	03/20/17		10.83			5310 29 430610	311	101000
77	03/20/17		71.37			5310 31 430630	210	101000
78	03/20/17		256.01			5310 31 430630	220	101000
79	03/20/17		281.50			5310 31 430630	230	101000
80	03/20/17		32.00			5310 31 430630	241	101000
81	03/20/17		78.82*			5310 31 430630	320	101000
82	03/20/17		410.23*			5310 31 430630	363	101000
83	03/20/17		147.56			5310 31 430630	370	101000
84	03/20/17		20.47			5310 32 430690	220	101000
85	03/20/17		111.78			5310 32 430690	230	101000
86	03/20/17		134.63			5310 32 430690	370	101000
87	03/20/17		46.98*			5310 33 430640	210	101000
88	03/20/17		614.24			5310 33 430640	220	101000
89	03/20/17		287.27			5310 33 430640	222	101000
90	03/20/17		180.29			5310 33 430640	230	101000
91	03/20/17		25.16*			5310 33 430640	311	101000
92	03/20/17		99.00			5310 33 430640	334	101000
93	03/20/17		63.00			5310 33 430640	346	101000
94	03/20/17		177.00			5310 33 430640	352	101000
95	03/20/17		675.00			5310 33 430640	360	101000
96	03/20/17		15.63			5310 33 430640	363	101000
97	03/20/17		104.96			5310 33 430640	370	101000
98	03/20/17		61.88			5510 10 420730	210	101000
99	03/20/17		223.60*			5510 10 420730	220	101000
100	03/20/17		1,822.89*			5510 10 420730	222	101000
101	03/20/17		26.02*			5510 10 420730	226	101000
102	03/20/17		19.18			5510 10 420730	230	101000
103	03/20/17		560.00*			5510 10 420730	334	101000
104	03/20/17		24.46			5510 10 420730	345	101000
105	03/20/17		212.94			5510 10 420730	364	101000
106	03/20/17		296.00			5510 10 420730	370	101000
107	03/20/17		301.50			5510 10 420730	380	101000

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108	03/20/17			112.20			5510 10 420730	400	101000
109	03/20/17			6.38			5610 87 430300	210	101000
110	03/20/17			103.43*			5610 87 430300	220	101000
111	03/20/17			218.83			5610 87 430300	230	101000
112	03/20/17			109.22			5610 87 430300	345	101000
113	03/20/17			6.37			5610 87 430300	250	101000
114	03/20/17			69.00			5610 87 430300	311	101000
115	03/20/17			3.99*			5610 87 430300	363	101000
116	03/20/17			304.38			6040 910 430220	220	101000
128612	78724S	999999	CLAY BOTT	81.00					
1	ADTF22570	04/10/17	Meals for Training ~ Tactic	81.00		22570	1000 5 420140	370	101000
128613	78725S	999999	DENISE BONTRAGER	115.00					
1	ADTF22573	04/13/17	Meals for Training ~ FTO	115.00		22573	1000 5 420140	370	101000
128614	78726S	999999	HI-BALL TRUCKING, INC	4,100.00					
1	04/11/17		Fire Truck Shipping	4,100.00		23106	1000 7 420460	220	101000
128615	78731S		523 CITY SERVICE, INC.	8,992.31					
1	0189310	04/10/17	2004 Gallons of AV Gas 100LL	7,142.31		643	5610 87 430300	237	101000
2	W055103	04/05/17	Truck Purchase ~ Principle	1,766.34		639	5610 87 490500	650	101000
3	W044103	04/05/17	Truck Purchase ~ Interest	83.66		639	5610 87 490500	651	101000
128616	78732S	999999	1885 ENTERTAINMENT, LLC	3,250.00					
1	1869	03/21/17	Cross Aluminum and Kruger	3,250.00		17-025	2310 11 460466	730	101000
128617	78733S	999999	COY SHEETS	58.00					
1	ATRF22576	04/12/17	Meals for ARIS Course	58.00		22576	1000 5 420140	370	101000
128618	78734S		268 MILES CITY SANITATION INC.	60.00					
1	74100039	04/01/17	2 Trash Bins	60.00*		638	5610 87 430300	220	101000
128619	78735S	999999	MONTANA JUSTICE COURT	35.00					
1	MJC	04/04/17	Annual ~ Deputy Court Clerk	35.00		22910	1000 6 410300	334	101000
128620	78759S		2221 NEWMAN TRAFFIC SIGNS	2,239.80					
1	0308235	04/04/17	School Zone Sign	1,791.84*		22896	2510 107 430220	242	101000
2	0308235	04/04/17		447.96		22896	2520 108 430220	242	101000
128621	78760S		2151 System Technology Consultants	1,485.00					
1	26878	03/31/17	I.T Service for Internet	157.50		22575	1000 5 420140	350	101000
2	26793	04/05/17	Custer and Garfield ~911	865.00		21393	2850 105 420140	350	101000
3	27003	04/26/17	I.T. PD Computer Issue	367.50		22586	1000 5 420140	350	101000
4	26987	04/26/17	Custer/Garfield ~ 911	95.00		21395	2850 105 420140	350	101000

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128622	78761S	1050	FRANKS BODY SHOP	379.50					
1	46532	04/05/17	PD ~ 93 Ford VIN 161696	126.50*		22569	1000 5 420140	220	101000
2	45633	04/20/17	PD ~ 98' Chevy 2500 VIN 260971	126.50*		22580	1000 5 420140	220	101000
3	46536	04/15/17	PD ~ 00' Chevy Chevy VIN 10426	126.50*		22583	1000 5 420140	220	101000
128623	78762S	4107	THE EKALAKA EAGLE	39.00					
1	4752	04/03/17	Annual Subscription	39.00		22147	2220 16 460100	382	101000
128624	78763S	999999	JUSTIN DIGHANS	309.00					
1	1128	04/07/17	Trees to plant ~ M.C. Greens	309.00		22894	1000 13 460433	350	101000
128625	78764S	4001	CRITELLI COURIERS, INC.	625.00					
1	22282	04/04/17	April ~ Crate Delivery	350.00		22149	2880 39 460100	311	101020
2	9583B	04/07/17	Crate Delivery	275.00		23204	2880 39 460100	311	101020
128626	78765S	872	EASTERN MONTANA IND	325.00					
1	006542	03/31/17	Cleaning Contract ~ March	325.00		22148	2220 16 460100	360	101000
128627	78766S	4055	DOOR 804 FITNESS	216.00					
1	2	04/01/17	Roos, Atkinson, Qualley, Fetty	108.00		22571	1000 5 420140	334	101000
2	2	04/01/17	Quarterly Memberships	108.00		22571	1000 5 420140	334	101000
128628	78767S	50	A&A ELECTRIC CO	180.49					
1	7443	04/04/17	Run grounding wires to Data Ra	180.49		21392	2850 105 420140	350	101000
128629	78768S	460	CARLSONS MACHINE & REBUILD INC	235.00					
1	40297	04/06/17	Hydrolic Cylinder #19 Repair	235.00		23102	1000 7 420460	360	101000
128630	78769S	4013	SOLESTONE REIMB SERVICES	3,433.28					
1	8639	04/07/17	Ambulance Billing	3,433.28		23103	5510 10 420730	350	101000
128631	78770S	291	ECOLAB PEST ELIMINATION DIVISION	103.50					
1	9540998	04/11/17	Pest Control	74.52		23105	1000 7 420460	220	101000
2	9540998	04/11/17		28.98*		23105	5510 10 420730	220	101000
128632	78771S	1917	MONTANA STATE FIRE CHIEFS ASSO	100.00					
1	MSFSA417	01/01/17	Annual Dues for Chief	50.00		23104	1000 7 420460	334	101000
2	MSFSA417	01/01/17	Annual Dues for Branden	50.00		23104	1000 7 420460	334	101000
128633	78772S	999999	WEBGRAIN	60.00					
1	3939	04/01/17	Annual Renewal	60.00*		128633	5610 87 430300	330	101000



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128634	78773S	716 DANA KEPNER CO		1,200.12					
1	4038436-00	03/24/17 SR II Touch Pads		767.50		23052	5210 23 430550	220	101000
2	4038436-00	03/24/17 Touch- Pads		432.62		23052	5210 23 430550	220	101000
128635	78774S	4171 Ferguson Waterworks #1701		1,622.52					
1	0653628	04/10/17 2-2' Water Meters		1,464.60		22647	5210 23 430550	220	101000
2	0655102	04/19/17 2 CI Meter Comp Set		81.93		23060	5210 23 430550	220	101000
3	0654056	04/18/17 Meter Flg; Comp Set		75.99		23060	5210 23 430550	220	101000
128636	78775S	999999 JESSICA BEEHLER		50.00					
1	JD041417	04/14/17 Jury Duty Day 1		25.00*		22913	1000 6 410300	394	101000
2	JD041417	04/17/17 Jury Duty Day 2		25.00*		22914	1000 6 410300	394	101000
128637	78776S	999999 KIMBERLY ANN CEDERBERG		50.00					
1	JD041417	04/14/17 Jury Duty Day 1		25.00*		22913	1000 6 410300	394	101000
2	JD041417	04/17/17 Jury Duty Day 2		25.00*		22914	1000 6 410300	394	101000
128638	78777S	999999 STEVEN LACKMAN		50.00					
1	JD041417	04/14/17 Jury Duty Day 1		25.00*		22913	1000 6 410300	394	101000
2	JD041417	04/17/17 Jury Duty Day 2		25.00*		22914	1000 6 410300	394	101000
128639	78778S	999999 SHANE FINDLAY		50.00					
1	JD041417	04/14/17 Jury Duty Day 1		25.00*		22913	1000 6 410300	394	101000
2	JD041417	04/17/17 Jury Duty Day 2		25.00*		22914	1000 6 410300	394	101000
128640	78779S	999999 SHELLY FREESE		50.00					
1	JD041417	04/14/17 Jury Duty Day 1		25.00*		22913	1000 6 410300	394	101000
2	JD041417	04/17/17 Jury Duty Day 2		25.00*		22914	1000 6 410300	394	101000
128641	78780S	999999 TIFFANY PRYOR		50.00					
1	JD041417	04/14/17 Jury Duty Day 1		25.00*		22913	1000 6 410300	394	101000
2	JD041417	04/17/17 Jury Duty Day 2		25.00*		22914	1000 6 410300	394	101000
128642	78781S	999999 PATTY JANE LECRAFT		12.00					
1	JD041417	04/14/17 Jury Selection Day 1		12.00*		22913	1000 6 410300	394	101000
128643	78782S	999999 MAKINA R ELLINGTON		12.00					
1	JD041417	04/14/17 Jury Selection Day 1		12.00*		22913	1000 6 410300	394	101000
128644	78783S	999999 DUSTIN HAYCOCK		12.00					
1	JD041417	04/14/17 Jury Selection Day 1		12.00*		22913	1000 6 410300	394	101000

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128645	78784S 999999	JULIE KAUFMAN	12.00					
1	JD041417	04/14/17 Jury Selection Day 1	12.00*		22913	1000 6 410300	394	101000
128646	78785S 999999	LEXI LAREE KOESTER	12.00					
1	JD041417	04/14/17 Jury Selection Day 1	12.00*		22913	1000 6 410300	394	101000
128647	78786S 999999	MICHAEL B HOWELL	12.00					
1	JD041417	04/14/17 Jury Selection Day 1	12.00*		22913	1000 6 410300	394	101000
128648	78787S 999999	PAT MAHAN	12.00					
1	JD041417	04/14/17 Jury Selection Day 1	12.00*		22913	1000 6 410300	394	101000
128649	78788S 999999	JACOB HUDSON MILLER	12.00					
1	JD041417	04/14/17 Jury Selection Day 1	12.00*		22913	1000 6 410300	394	101000
128650	78789S 999999	JEWELLENE E JOHNSON	12.00					
1	JD041417	04/14/17 Jury Selection Day 1	12.00*		22913	1000 6 410300	394	101000
128651	78790S 999999	SHIRLEY E KAPITZKE	12.00					
1	JD041417	04/14/17 Jury Selection Day 1	12.00*		22913	1000 6 410300	394	101000
128652	78791S 999999	KAYLA JEAN SCOTT	12.00					
1	JD041417	04/14/17 Jury Selection Day 1	12.00*		22913	1000 6 410300	394	101000
128653	78736S 999999	FRED WACKER AGENCY, INC.	595.00					
1	041717Q`	03/15/17 Annual Liability for Crew Ca	595.00*		644	5610 87 430300	512	101000
128654	78792S	790 DPC INDUSTRIES	1,859.98					
1	720000079-	03/31/17 Chlorine	50.00		23003	5210 80 430540	222	101000
2	720000079-	03/31/17	30.00		23003	5310 33 430640	222	101000
3	727000086-	04/19/17 2000# Concentrate Chlorine	300.18		23011	5310 33 430640	222	101000
4	727000087-	04/19/17 Chlorine 150# CYL	1,479.80		23011	5210 80 430540	222	101000
128655	78793S	4000 AG PARTNERS. LLC	160.00					
1	IA8463	04/07/17 Trimec Plus	80.00		23004	5210 22 430530	220	101000
2	IA8507	04/07/17 Trimac Plus	80.00		23004	5210 80 430540	220	101000
128656	78747S	1970 MONTANA DAKOTA UTILITIES	571.25					
1	04/18/17	Library ~ Electric	374.88		22150	2220 16 460100	341	101000
2	04/18/17	Library ~ Gas	86.00		22150	2220 16 460100	344	101000
3	04/14/17	Denton Field	19.43			1000 13 460433	341	101000
4	04/14/17	Industrial Water Plant	15.22			5210 22 430530	341	101000
6	04/14/17	Swimming Pool Pump on the Dike	60.50			1000 14 460445	341	101000
7	04/14/17	Denton Field JC Park	15.22			1000 13 460433	341	101000

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128657	78737S	999999 SINABUN	35.00					
1	04/18/17	Rolls for Safety Culture	35.00		SINABU	1000 2 410105	230	101000
128658	-99997E	4163 MONTANA PUBLIC EMPLOYEE	26,674.38					
1	218919	04/03/17 Back Retirement - McDowell	13,337.19*			5210 25 430510	145	101000
2	218919	04/03/17 Back Retirement - McDowell	13,337.19*			5310 29 430610	145	101000
128659	78794S	999999 GAIL KREZELAK	176.29					
1	02500920	04/18/17 6 cases of Water	16.14		22915	1000 6 410300	220	101000
2	ATR22919	05/02/17 Advance Travel Request	160.15*		22919	1000 6 410300	380	101000
128660	78795S	687 SECURITY ABSTRACT & TITLE CO	350.00					
1	4774	04/18/17 Industrial Site Research	350.00		33371	1000 36 411020	350	101000
128661	78739S	4015 WILLIAMS BROTHERS CONSTRUCTION	182,927.25					
1	006	04/06/17 Payment #6 Phase II	182,927.25		23054	5310 33 430640	940	102279
128662	78740S	4119 Department of Environmental	200.00					
1	040417	11/01/16 April ~ 2016 Exceedance	100.00*		23053	5310 33 430640	350	101000
2	040417	01/30/17 Jan ~ 2017 Exceedance	100.00*		23053	5310 33 430640	350	101000
128663	78741S	771 DEPT OF REVENUE	1,847.75					
1	CRG23055	04/18/17 Payment for #6	1,847.75		23055	5310 33 430640	940	101000
128664	78796S	3039 UTILITIES UNDERGROUND LOCATION	91.00					
1	7035087	03/31/17 Locates	45.50		22628	5210 23 430550	350	101000
2	7035087	03/31/17	45.50		22628	5310 31 430630	350	101000
128665	78797S	4142 HD Supply Waterworks, LTD	3,927.67					
1	G998577	04/06/17 Gland & Gripring	3,232.84		22650	5210 23 430550	230	101000
2	H001950	04/06/17 Valve Box Kit	364.02		22650	5210 23 430550	230	101000
3	H082855	04/21/17 Hex Shear Key	69.21		23059	5210 23 430550	220	101000
4	H052005	04/27/17 4' Gripring	261.60		23065	5210 23 430550	230	101000
128666	78798S	2270 NORTHWEST PIPE INC	4,301.58					
1	1784412-1	04/03/17 2- 4" MJ Valves	842.40		22649	5210 23 430550	234	101000
2	1784412	04/03/17 6" & 4" 2 each MJ Valves	1,984.24		22649	5210 23 430550	234	101000
3	1792440	04/24/17 Curb Stop Hydrant Extention	1,432.98		23061	5210 23 430550	234	101000
4	1792440	04/24/17 6" Hydrant Extention	195.96		23061	5210 23 430550	235	102270
9900	UN1713647-	11/14/16 1-1/2" 20' Soft Copper Pip	-154.00			5210 23 430550	234	101000
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128667			78799S 999999 BUCKY JOHNSON	19.11					
1	1585117868	03/05/17 Cell Phone Reimbursement		9.56		23056	5210 23 430550	345	101000
2	1585117868	03/05/17		9.55		23056	5310 31 430630	345	101000
128668			78800S 4112 FARMERS BROTHERS COFFEE	124.44					
1	65149078	04/19/17 2 Cases of Coffee		124.44*		645	5610 87 430300	220	101000
128669			78743S 999999 STEVE SKAGGS	46.16					
1	10216	02/16/17 Bulk Water Refund		21.16		21495	5210 343023		101000
2	10216	02/16/17		25.00		21495	1000 342025		101000
128670			78801S 4022 MARILYNN FORMAN	600.00					
1	MF042517CS	04/26/17 Contract ~ City SHOP		250.00		23157	6040 910 430220	360	101000
2	MF042517PD	04/25/17 Contract ~ POLICE DEPARTME		350.00		22582	1000 5 420140	350	101000
128671			78802S 999999 CCD HIGH SCHOOL	40.00					
1	CCD23201	04/20/17 CCD Year Book		40.00		23201	2220 16 460100	382	101000
128672			78803S 999999 ED KANDUCH	205.00					
1	413982-153	04/20/17 Inspector Testing Fee		205.00		23112	1000 7 420460	223	101000
128673			78804S 999999 I.S.F.S.I.	125.00					
1	ISFSI23110	03/14/17 Annual Dues		125.00		23110	1000 7 420460	334	101000
128674			78805S 1535 LUCAS & TONN PC	100.00					
1	LT128674	04/23/17 West Law Monthly Fees		100.00		128674	1000 4 411100	350	101000
128675			78806S 999999 KELLY PRINTING SERVICE	339.90					
1	226259	04/07/17 Printing Cartridges		244.73		23107	1000 7 420460	210	101000
2	226259	04/07/17		95.17		23107	5510 10 420730	210	101000
128676			78807S 378 BLACK MOUNTAIN SOFTWARE	1,100.00					
1	21990	02/08/17 ACH for Accounting Module		333.33		22536	1000 3 410500	210	101000
2	21990	02/08/17		333.33*		22536	5210 25 430510	210	101000
3	21990	02/08/17		333.34*		22536	5310 29 430610	220	101000
4	22187	04/26/17 MP- 50 CASS Certification		50.00*		22536	5210 25 430510	350	101000
5	22187	04/26/17		50.00*		22536	5310 29 430610	350	101000
128677			78808S 1407 KADRMAS LEE & JACKSON INC	3,473.02					
1	10082968	04/12/17 Government Relations Flood Pl		419.68		22957	1000 201 431200	350	101000
2	10082183	04/12/17 Program Managment		3,053.34		22957	1000 201 431200	350	101000

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128678	78809S	2471 POSTMASTER	225.00					
1	42417USPS	04/24/17 Yearly postage fees	112.50		22538	5210 25 430510	311	101000
2	42417USPS	04/24/17	112.50		22538	5310 29 430610	311	101000
128679	78810S	4069 AGRI INDUSTRIES	402.28					
1	177456	04/19/17 Pump Repair	402.28		23006	5210 80 430540	360	101000
128680	78811S	4010 FELT, MARTIN, FRAZIER & WELDON,	743.78					
1	0003	03/31/17 Labor Negotiations	743.78		21496	1000 3 411101	350	101000
128681	78812S	4008 PITNEY BOWES	274.17					
1	3303353702	03/31/17 Pitney Bowes Lease	91.39		17155	1000 3 410500	220	101000
2	3303353702	03/31/17	91.39		17155	5210 25 430510	220	101000
3	3303353702	03/31/17	91.39*		17155	5310 29 430610	220	101000
128682	78813S	237 CPI COLLECTION PROFESSIONALS INC	50.27					
1	51200	04/30/17 Devreies & Wesen ~ Collections	25.13*		CPI417	5210 25 430510	350	101000
2	51200	04/30/17	25.14*		CPI417	5310 29 430610	350	101000
128684	78746S	572 VERIZON WIRELESS	263.57					
1	9883437365	04/07/17 MTD ICAC Cell Phone	263.57*		22579	1000 5 420140	220	101000
128685	78748S	4073 JOHN DEERE FINANCIAL	476.23					
1	1820888	04/19/17 Sweeper Principle ~ May	422.14		646	5610 87 490500	645	101000
2	1820888	04/19/17 Sweeper Interest ~ May	54.09*		646	5610 87 490500	646	101000
128686	78814S	700 CUSTER COUNTY WATER & SEWER	13,843.67					
1	CCWSD0417	04/28/17 Montly Water & Sewer Collec	13,843.67			7980 211020		101000
128687	78815S	2477 PRINCE INC	4,626.00					
1	121976	04/26/17 Crushed Gravel 3/8"	3,700.80		22876	2510 107 430233	350	101000
2	123977	04/26/17 Crushed Gravel 3/8"	925.20		22876	2520 108 430233	350	101000
128688	78816S	1426 KIWI PETES TREE SERVICE	5,150.00					
1	533068	04/25/17 214 N 10th & 512 N Cottage	1,850.00		23154	2510 107 430234	350	101000
2	533069	04/25/17 Wibaux Trees	3,300.00		23154	1000 13 460433	360	101000
128689	78817S	3101 WATCO INC	462.35					
1	21205	04/19/17 Chemicals	462.35		23153	1000 13 460433	222	101000
128690	78818S	3286 WPCI	28.00					
1	S 117806	03/31/17 Random Testing	28.00		23151	1000 13 460433	350	101000

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128691	78819S 4136 Western Emulsions, Inc.		1,712.00					
1	10-321064 04/12/17 Oil Durapatcher		1,712.00		22898	2510 107 430233	350	101000
128692	78820S 2920 TRACTOR & EQUIPMENT CO		1,129.52					
1	9156203 04/12/17 Unit 45 Loader		451.81*		21664	2510 107 430220	363	101000
2	9156203 04/12/17		112.95		21664	2520 108 430220	363	101000
3	9156203 04/12/17		282.38*		21664	5210 23 430550	363	101000
4	9156203 04/12/17		282.38*		21664	5310 31 430630	363	101000
128693	78821S 4090 BAGELA, USA LLC		3,287.67					
1	893 04/17/17 Unit #95 Repair Parts		1,315.07*		21665	2510 107 430220	363	101000
2	893 04/17/17		328.78		21665	2520 108 430220	363	101000
3	893 04/17/17		821.91*		21665	5210 23 430550	363	101000
4	893 04/17/17		821.91*		21665	5310 31 430630	363	101000
128694	78822S 1737 MC AREA SOLID WASTE DISTRICT		5.00					
1	5880A 04/15/17 Animal Disposal		5.00		22577	1000 21 440600	220	101000
128695	78823S 999999 TONY SHIPP		18.00					
1	TEV23009 04/17/17 Travel Request-Class in Sidn		18.00		23009	5210 80 430540	370	101000
128696	78824S 999999 TOM SPEELMAN		18.00					
1	TEV23009 04/17/17 Travel Request-Class in Sidn		18.00		23009	5210 80 430540	370	101000
128697	78825S 999999 TODD BROWN		18.00					
1	TEV23009 04/17/17 Travel Request-Class in Sidn		18.00		23009	5210 80 430540	370	101000
128698	78745S 2450 POSTMASTER (UTILITIES)		981.51					
1	USPS042017 04/27/17 Water/Sewer Billing ~ APRI		490.75		424217	5210 25 430510	311	101000
2	USPS042017		490.76		424217	5310 29 430610	311	101000
128699	78826S 4134 Fickler Oil Company, Inc.		209.38					
1	63165 04/19/17 Grease and Oil		83.75		21667	2510 107 430220	231	101000
2	61365 04/19/17		20.93		21667	2520 108 430220	231	101000
3	61365 04/19/17		52.35		21667	5210 23 430550	231	101000
4	61365 04/19/17		52.35		21667	5310 31 430630	231	101000
128700	78827S 999999 DEB SINGLETON		23.00					
1	RSVP0417 04/27/17 Travel Reimbursement		23.00		21268	2985 15 450330	379	101004
128701	78828S 999999 BETTY VAIL		350.16					
1	TEV0417 04/15/17 Travel Expenses		350.16		21269	2985 15 450340	370	101000

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128715	78829S	4003 SHI INTERNATIONAL CORP		247.57					
1	B06413212	04/19/17 2016 Windows Software		123.79		23063	5210 23 430550	220	101000
2	B06413212	04/19/17		123.78		23063	5310 31 430630	220	101000
128716	78749S	199 AUTOMATIC TRANSMISSION SYSTEMS		1,100.00					
1	ATS17-027	05/01/17 Per Resolution #4017		1,100.00		17-027	2310 11 460466	730	101000
128717	78830S	2579 ROBERT PECCIA & ASSO		44,612.85					
1	0000014	04/24/17 Phase II WW Funding		1,192.04		23064	5310 33 430640	940	102279
2	000011	04/24/17 Phase II Equipment Bid Package		135.26		23064	5310 33 430640	940	102279
3	000010	04/24/17 Phase II Bidding & Constructio		43,285.55		23064	5310 33 430640	940	102279
128718	78831S	800 DOEDEN CONSTRUCTION		242.00					
1	53114	04/13/17 106 S. Custer		242.00		23057	5210 23 430550	235	102270
128719	78832S	1637 RONNING ENTERPRISES dba MARTIN		3,275.66					
1	435	04/28/17 Parks Dept Security Fence		1,881.66		23160	1000 13 460433	230	101000
2	435	04/28/17 Labor		1,394.00		23160	1000 13 460433	350	101000
128720	78833S	4047 SAFEGUARD BUSINESS SYSTEMS		1,657.69					
1	32131681	04/24/17 Water Bills		828.84		22542	5210 25 430510	320	101000
2	32131681	04/24/17		828.85		22542	5310 29 430610	320	101000
128721	78834S	1286 DENNIS HIRSCH		2,368.80					
1	DHC042017	04/28/17 April ~ Building Permits		2,368.80		23161	2394 18 420531	350	101000
128722	78835S	1921 Montana Municipal Interlocal		3,395.20					
1	384530	05/01/17 May Retiree Premiums		3,395.20			1000 362022		101000
128723	78836S	4170 TNT Springs Inc.		1,172.48					
1	165467	04/24/17 Unit #20		937.98*		21666	2510 107 430220	363	101000
2	165467	04/24/17		234.50		21666	2520 108 430220	363	101000
128724	78837S	721 DALES CLEANING SERVICE		600.00					
1	DCS0417	04/26/17 April ~ Cleaning City Hall		600.00		23158	1000 8 411230	360	101000
128725	78838S	2170 NALCO CHEMICAL CO		432.65					
1	65472294	04/21/17 Titrate Chemicals		432.65		23005	5210 80 430540	222	101000
128726	78839S	406 BRODY CHEMICAL		2,401.99					
1	427659	04/27/17 Cal Hypo Granular 100#		1,601.33		23010	1000 14 460445	222	101000
2	427659	04/27/17		800.66		23010	5310 33 430640	222	101000

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128727	78840S	408 BRENNTAG PACIFIC, INC. 1 BPI723018 04/17/17 WC 9922		7,285.00 7,285.00		23002	5210 80 430540	222	101000
128728	78841S	910 EVERGREEN LANDSCAPING 1 14158 04/25/17 Back Flow Preventor		469.50 469.50		23159	1000 13 460433	230	101000
128729	78842S	523 CITY SERVICE, INC. 1 0192937 04/30/17 5003.0 Gallons AV Gas 100LL 2 0192417 04/27/17 4505.0 Gallons AVJet -A		28,370.15 18,131.03 10,239.12		650 649	5610 87 430300 5610 87 430300	237 237	101000 101000
128730	78843S	999999 BROOK OLSON 1 66893 04/28/17 Water and Sewer Refund		104.09 104.09			5210 214010		101000
128731	78844S	999999 JEREMY JEROME 1 66894 04/28/17 Water and Sewer Deposit		3.46 3.46			5210 214010		101000
128732	78845S	999999 MONICA OR ALLAN BALDWIN 1 66895 04/28/17 Water and Sewer Deposit		58.66 58.66			5210 214010		101000
128733	78846S	999999 STEVEN SANCHEZ 1 66896 04/28/17 Water and Sewer Deposit		101.82 101.82			5210 214010		101000
128734	78847S	999999 CATHERINE KEITH 1 66897 04/28/17 Water and Sewer Deposit		101.82 101.82			5210 214010		101000
128735	78848S	999999 HAZEL OR PATRICK BRADEN 1 66898 04/28/17 Water and Sewer Deposit		5.28 5.28			5210 214010		101000
128736	78849S	999999 CORINA RICKETT 1 66899 04/28/17 Water and Sewer Deposit		155.28 155.28			5210 214010		101000
128737	78850S	999999 HAYDON DAVIS 1 66900 04/28/17 Water and Sewer Deposit		31.78 31.78			5210 214010		101000
128738	78851S	999999 KIM STANTON 1 66901 04/28/17 Water and Sewer Deposit		13.17 13.17			5210 214010		101000
128739	78852S	999999 DANIEL DERENBURGER 1 66902 04/28/17 Water and Sewer Deposit		53.64 53.64			5210 214010		101000
128740	78853S	999999 SHANE IVANISH 1 66903 04/28/17 Water and Sewer Deposit		101.82 101.82			5210 214010		101000



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128741	78854S 999999	PAM MILLER	54.08					
1	66904	04/28/17 Water and Sewer Deposit	54.08			5210 214010		101000
128742	78855S 999999	BRYCE ANDERSON	53.64					
1	66905	04/28/17 Water and Sewer Deposit	53.64			5210 214010		101000
128743	78856S 999999	SHELBY FIELD	42.03					
1	66906	04/28/17 Water and Sewer Deposit	42.03			5210 214010		101000
128748	78857S 2910	TONGUE RIVER ELECTRIC	447.85					
1	TRECO04241	04/25/17 Southgate Lighting	401.84			2450 51 430263	341	101000
2	TRECO04241	04/25/17 Microwave Tower	46.01		21394	2850 105 420140	341	101000
128749	78858S 999999	AL HOMME	397.44					
1	RKTNO3225	04/24/17 Hotel - Conference in Polso	397.44*		22920	1000 6 410300	380	101000
128750	78859S 1571	MACS FRONTIERLAND	356.91					
1	146779	04/27/17 07' Crown Vic PCM Reprogram	356.91		22587	1000 5 420140	230	101000
128752	78860S 999999	PEDAL POWER SPORTS	228.50					
1	221066	04/28/17 Repair Bike for use in BHS	228.50*		22584	1000 5 420140	220	101000
128753	78861S 999999	STANLEY SCOTT	10.00					
1	12-0000344	05/01/17 Ambulance Refund	10.00			5510 342026		101000
128754	78862S 999999	ROBERT SCHALLER	175.00					
1	16-0546	05/01/17 Ambulance Refund	175.00			5510 342026		101000
128755	78863S 999999	UNITED HEALTHCARE INSURANCE	308.59					
1	16-0546	05/01/17 Ambulance Refund	308.59			5510 342026		101000
128756	78864S 999999	BCBS OF MT	2,862.48					
1	16-0784	05/01/17 Ambulance Refund	2,862.48			5510 342026		101000
128757	78865S 999999	JOHANNA THIELEN	16.29					
1	16-0524A	05/01/17 Ambulance Refund	16.29			5510 342026		101000
128758	78866S 999999	EBMS	745.65					
1	16-0524A	05/01/17 Ambulance Refund	745.65			5510 342026		101000
128759	78867S 999999	EBMS	685.44					
1	16-0524B	05/01/17 Ambulance Refund	685.44			5510 342026		101000
# of Claims			152	Total:	523,096.13			
Total Electronic Claims			26,674.38	Total Non-Electronic Claims	496421.75			

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*** Cancelled in 4/17 ****				*** Claim from another period ( 3/17) ****					
128524			999999 CASEY BIGELOW	166.75					
1	18184	03/24/17	Mileage for Trial in Miles Cty	166.75		18184	1000 4 411100	370	101000
			# of Claims	1	Total:				166.75

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Fund/Account	Amount
1000 GENERAL	
101000 Cash - Operating	\$48,328.08
2220 LIBRARY	
101000 Cash - Operating	\$2,207.76
2310 TIFD-Downtown	
101000 Cash - Operating	\$4,350.00
2394 BUILDING CODE ENFORCEMENT	
101000 Cash - Operating	\$4,865.69
2400 LTG M D#165-(Gen City)	
101000 Cash - Operating	\$14,727.84
2420 LTG M D#167-(MilesAddn Etc)	
101000 Cash - Operating	\$2,463.44
2430 LTG M D#171-(Balsam Est)	
101000 Cash - Operating	\$123.69
2440 LTG M D#172-(Main Str)	
101000 Cash - Operating	\$1,147.34
2450 LTG M D#195-(SG-Trico)	
101000 Cash - Operating	\$401.84
2470 LTG M D#202-(SG-MDU&NV)	
101000 Cash - Operating	\$570.30
2480 LTG M M#173-(Milestown Estates)	
101000 Cash - Operating	\$101.89
2510 STR MAINT DIST #204	
101000 Cash - Operating	\$15,355.72
2520 STR MAINT DIST #205	
101000 Cash - Operating	\$2,994.15
2850 911 EMERGENCY	
101000 Cash - Operating	\$1,527.72
2880 LIBRARY GRANTS	
101020 Cash - Partners Program	\$625.00
101030 Cash - Sagebrush Fed/Base Grant	\$141.00
2935 Historic Preservation	
101000 Cash - Operating	\$78.98
2985 RETIRED SENIOR VOLUNTEER PROG (RSVP)	
101000 Cash - Operating	\$708.52
101004 RSVP Non-Federal Cash Operating-Custer	\$1,515.32
4000 General Fund Capitol Improvement Fund	
101000 Cash - Operating	\$39,866.15
5210 WATER UTILITY	
101000 Cash - Operating	\$48,523.33
102270 Cash - Curb Stop Replacement Fee	\$437.96
5310 SEWER UTILITY	
101000 Cash - Operating	\$31,737.92
102279 WWtr Treatment Plant-Phase II	\$227,540.10
5510 AMBULANCE FUND	
101000 Cash - Operating	\$15,844.10
5610 AIRPORT OPERATING	
101000 Cash - Operating	\$40,750.38
6040 PUBLIC WORKS	
101000 Cash - Operating	\$1,355.49
7370 TBID	
101000 Cash - Operating	\$796.00
7980 CUSTER CO WATER & SEWER DISTRICT	

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CITY OF MILES CITY  
Fund Summary for Claims  
For the Accounting Period: 4/17

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Fund/Account	Amount
101000 Cash - Operating	\$13,843.67
Total:	\$522,929.38

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