



## TASK ORDER FOR ENGINEER-OWNER AGREEMENT

### Task Order No. 11

This Task Order is entered into and authorized by Owner this \_\_\_\_\_ day of November 2020, by and between City of Republic, Missouri (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated February 6<sup>th</sup>, 2018:

#### Scope of Services:

- A. Professional consulting services to evaluate the impact of the capital improvement plan on the water utility financial plan and rates. Task Order 11, Exhibit B (attached) provides a defined scope of services for this Task Order.

#### Compensation:

- A. Amount of Payment:

- 1. For Services performed, OWNER shall pay ENGINEER as follows:

- a. For time spent by personnel, payment at the hourly rates indicated in the attached Exhibit C, "Schedule of Hourly Professional Service Billing Rates" Form BMR920. Such rates include overhead and profit. The rate schedule is effective to December 31, 2020, and will be increased annually thereafter.
- b. For photocopy, telephone, fax, normal computer usage and computer-aided drafting (CAD), and mail, a technology charge per labor hour as specified on the rate schedule in effect at the time the Service is provided.
- c. For expenses incurred by ENGINEER, such as authorized travel and subsistence, including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, the cost to ENGINEER plus ten percent (10%).
- d. For reproduction, company vehicle usage, and testing apparatus, amounts will be charged according to the ENGINEER's standard rates in effect at the time the Service is provided.
- e. For Services rendered by other firms or individuals as subcontractors to ENGINEER, including but not limited to surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, environmental data base search, photos, or other activities required or requested by OWNER, the same will be billed at the cost to ENGINEER plus ten percent (10%). Expenses incurred by such outside ENGINEERs in service to OWNER shall be reimbursable in accordance with 1.c. above.

2. Total payment for the Scope of Service described herein is not to exceed Twenty-Six Thousand Dollars (\$26,000.00) which amount shall not be exceeded without prior written consent of OWNER.
3. For additional, reduced, or changed Scope of Services, the amount of payment shall be adjusted on a mutually agreeable lump sum basis.

**B. Statements:**

1. Monthly statements will be submitted by ENGINEER to OWNER. Statements will be based on ENGINEER's estimated percent of Services completed at the end of the preceding month.
2. Statements will set forth: hours worked by each person, total hours worked and total labor billing, and a summary of expenses and charges. Upon request, documentation of reimbursable expenses included in the statement will be provided.

**Time of Service:**

- A. ENGINEER will proceed with providing the services set forth herein within approximately 10 days of the execution of this Task Order. It is anticipated that these services will be completed within approximately 120 days of the execution of this task order.
- B. Completing the services within the above time frame is contingent upon timely receipt of required information, approval and/or reviews.

**Other Terms:**

- A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year first above written.

**OWNER: City of Republic, Missouri**

**ENGINEER: Burns & McDonnell  
Engineering Company, Inc.**

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

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

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

Name: David F. Naumann

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

Title: Senior Project Manager