

**RESOLUTION NO. 4146**

**A RESOLUTION APPROVING A TASK ORDER BETWEEN THE CITY AND KADRMAS, LEE & JACKSON, INC., FOR SERVICES RELATED TO THE WATER TREATMENT PLANT CLEARWELL IMPROVEMENTS PROJECT.**

**WHEREAS**, the City of Miles City requires services related to the Water Treatment Plant Clearwell Improvements Project, and has engaged 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," dated September 22, 2015, and previously approved by this Council;

**AND WHEREAS**, the parties have prepared a Task Order setting force certain services to be provided by KLJ in accordance with said Agreement, and the City desires to approve the same;

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

1. The "Task Order for the City of Miles City" between the City and KLJ for services related to the Water Treatment Plant Clearwell Improvements Project, attached hereto as Exhibit "A," 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 Task Order 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 24<sup>TH</sup> DAY OF APRIL, 2018.**

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

ATTEST:

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

This is a Task Order for KLJ  
Project No. 2417106,  
consisting of four (4) pages.

## Task Order for the City of Miles City

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

### 1. Background Data

- A. Effective Date of Task Order: 4-24-18
- B. Owner: City of Miles City, Montana
- C. Engineer: Kadmas, Lee & Jackson, Inc.
- D. Specific Project (title): Water Treatment Plant Clearwell Improvements
- E. Specific Project (description): Evaluation and design of a Clearwell baffling system to meet CT requirements.

### 2. Services of Engineer

The specific services to be provided or furnished by Engineer under this Task Order are as follows:

As described in Exhibit A, Part 1 – Basic Services.

A. Resident Project Representative (RPR) Services

N/A

B. Designing to a Construction Cost Limit

N/A

C. Other Services

Engineer shall also provide the following services: As described in Exhibit A

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

### 3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are as follows:

As described in Exhibit A, Part 2

#### 4. Owner's Responsibilities

Owner shall have those responsibilities set forth below:

- A. 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.
- B. 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.
- C. 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.
- D. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- E. 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.
- F. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- G. The Owner shall act as the Engineer as defined in the General Conditions of the construction agreement and shall state such in the construction agreement.

#### 5. Task Order Schedule

The parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	1) Submit Technical Memorandum to Owner for review and concurrence	30 days after Notice-to-Proceed
Engineer	2) Submit draft Drawings to Owner for review	30 days after Owner approves Technical Memorandum
Engineer	3) Submit final Drawings to Owner for review	15 days after Owner approves draft Drawings
Engineer	4) Submit Drawings to the MT-DEQ	7 days after Owner approves final Drawings

Engineer	5) Start Construction Phase	As determined by Owner
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**6. Payments to Engineer**

A. Article 7.01 is amended to show the basis of compensation for this Task Order as shown below:

Description of Service	Amount	Basis of Compensation
1. Basic Services	\$25,953.00	Lump Sum – Billed monthly as completed
<b>TOTAL COMPENSATION</b>	\$25,953.00	
2. Additional Services	(N/A)	Standard Hourly Rates

\*Based on a one-month continuous construction period.

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 Owner.

B. The terms of payment are set forth in Article 2.01 of the Agreement.

**Engineer's Consultants retained as of the Effective Date of the Task Order:** N/A

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

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

**8. Attachments:** Exhibit A – Engineer's Services

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

None

**10. 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 4-24-18.

**OWNER: City of Miles City**

**ENGINEER: Kadlmas, Lee & Jackson, Inc.**

By: 

By: 

Print Name: John Holloway

Print Name: MARK ANDERSON

Title: Mayor

Title: Vice President

Engineer License or Firm's

Certificate No. (if required): PEL-EF-LIC-37

State of: Montana

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: Thomas Speelmon

Name: Doug Whitney, PE

Title: Public Utilities Dir

Title: Project Manager

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Miles City, MT 59301

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Phone: 406-234-3493

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**EXHIBIT A**  
**Engineer's Services**  
**Task Order – Water Treatment Plant Clearwell Improvements**

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The Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

**PART 1 – BASIC SERVICES**

*A1.01 Project Scope and Location*

- A. The project generally includes an analysis of the existing water treatment plant (WTP) clearwell and associated concentration x contact time (CT) requirements, followed by the design, negotiation phase assistance and limited construction administration services during the construction phase of the designed improvements.
- B. The project is located at the Miles City Water Treatment Plant, Miles City, MT.

*A1.02 Study and Report Phase*

A. Owner Shall:

- 1. Provide access to the WTP, MT-DEQ correspondence, Record Drawings of the WTP, and flow data as needed.
- 2. Provide review of documents as requested.
- 3. Pay all review fees.

B. Engineer Shall:

- 1. Provide an analysis of the existing WTP clearwell. The analysis will include the following:
  - a. Conduct a review of the operations of the clearwell including flow rates, chlorine dosage and contact time.
  - b. Conduct a review of the MT-DEQ requirement for CT for the Miles City WTP.
  - c. Prepare a Technical Memorandum summarizing the recommended improvements needed to meet the MT-DEQ CT requirements. Provide the City a copy of the Technical Memorandum for review and acceptance. It is assumed that the Technical Memorandum will be sufficient for the MT-DEQ approval of the project. Should the MT-DEQ require additional documentation, this additional effort will be considered Additional Services.

*A1.03 Boundary and Topographic Survey Phase – Not Included*

*A1.04 Final Design Phase*

1. Prepare the design of the recommended clearwell improvements including the following:
  - a. Based on Owner's accepted Technical Memorandum, prepare draft Drawings for the Project. It is anticipated that this project will not be Bid but will be negotiated with up to three (3) potential contractors. No Project Manual or Specification book is Included in this scope of work. Needed specifications will be included in the Drawings. The Drawings will reference the MPWSS and EJCDC as needed. These references will include compliance with the insurance, bonding, and site safety requirements.
  - b. Provide Owner a draft copy of the Drawings for review and concurrence and attend a review meeting by conference call.
  - c. Incorporate Owner's comments from the draft Drawings and provide final Drawings to Owner.
  - d. Submit final Drawings and Technical Memorandum to the MT-DEQ.

*A1.05 Bidding or Negotiating Phase*

1. Provide Negotiation Phase services for the clearwell improvements including the following:
  - a. Provide up to eight (8) hours of Negotiation Phase assistance to Owner as requested.

*A1.06 Construction Phase*

1. Provide Construction Phase Services including:
  - a. Facilitate an on-site Pre-Construction Conference between Owner, Engineer and Contractor.
  - b. Review submittals from Contractor and verify material prior to installation. It is assumed that the on-site material verification will occur concurrently with the pre-construction meeting.
  - c. Engineer will be on site during the Substantial Completion video walk-through. It is anticipated that this project will be constructed wet, and the walk-through will be conducted by a Contractor-provided diver, equipped with live video camera and two-way communication. Should additional walk-through(s) become needed, Engineer will be on site for these, but this effort will be considered Additional Services.

- d. Develop Record Drawings at the conclusion of the Project and provide two (2) sets of Drawings to the City along with one (1) PDF digital copy. Submit one (1) copy of the Record Drawings to the MT-DEQ as required.

**A1.07 Post-Construction Phase – Not Included**

**PART 2 - ADDITIONAL SERVICES**

**A2.01 Additional Services Requiring Owner's Written Authorization**

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
  1. In depth design report if required for MT-DEQ permitting.
  2. Field measurements of the existing clearwell or other water plant facilities.
  3. Tracer study analyses of the clearwell.
  4. Independent inspection of the installed baffle system.
  5. Additional Construction Phase site visits or additional video walk-throughs.
  6. Provide additional negotiating assistance.
  7. Development of a Project Manual if it is determined that Bidding becomes necessary.
  8. Bid Phase services if it is determined Bidding becomes necessary.