

**RESOLUTION NO. 4409**

**A RESOLUTION APPROVING A TASK ORDER BETWEEN THE CITY AND INTERSTATE ENGINEERING, INC. FOR SERVICES RELATED TO THE 2021 TRANSPORTATION ALTERNATIVES PROGRAM CAPITAL IMPROVEMENT PROJECT.**

**WHEREAS**, the City of Miles City has engaged Interstate Engineering, Inc., for assistance related to the preparation of a 2021 Transportation Alternatives Program Capital Improvement project application;

**AND WHEREAS**, in accordance with Article 1 of the Agreement to Furnish Engineering Services entered into between the City and Interstate Engineering, Inc., which is effective May 11, 2021, the parties have prepared "Task Order Number One (1)" setting forth certain services to be provided by Interstate Engineering pertaining to the preparation of an application for the 2021 Transportation Alternatives Program Capital Improvement project;

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

1. The "Task Order Number One (1)" between the City and Interstate Engineering, Inc. for services related to the Miles City 2021 Transportation Alternatives Program Capital Improvement 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 11<sup>TH</sup> DAY OF MAY, 2021.**

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

ATTEST:

  
\_\_\_\_\_  
Mary Rowe, City Clerk

Exhibit A  
TASK ORDER NUMBER ONE (1)  
AGREEMENT TO FURNISH ENGINEERING SERVICES

TO THE  
CITY OF MILES CITY, MONTANA

For

Montana Department of Transportation 2021 Transportation Alternatives Program Capital Improvement  
Application

This Task Order provides for professional engineering services to be performed by INTERSTATE ENGINEERING, INC., (hereinafter the Engineer), for the City of Miles City, Montana (hereinafter the Owner or City), in accordance with Article 1 of the Agreement to Furnish Engineering Services to the City, dated May 11, 2021 (hereinafter the Agreement). This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to, and part of, the basic Agreement.

**ARTICLE 1. SCOPE OF SERVICES**

Engineer's services under this Task Order are generally identified as follows:

The Project consists of: 1) completing all necessary items for one (1) application outlined in the Montana Department of Transportation (hereinafter the MDT) 2021 Transportation Alternative Program Capital Improvement Application (hereinafter the Application) shown in Attachments for a sidewalk from the interchange of I-94/Frontage Road along Frontage Road south to Cemetery Road (hereinafter SW22) including sidewalk from the intersection of Frontage Road/Horizon Parkway along Horizon Parkway east to Ponderosa Parkway throughout the Ponderosa Parkway Subdivision (hereinafter SW23) (see Attachments for project locations) and; 2) attend/prepare materials for one (1) Public meeting regarding the Application and projects outlined in the Application.

Below are the itemized tasks with an estimated fee to complete each task:

**Task 1 – Application**

Engineer will complete and submit a single Application to the MDT regarding SW22 & SW23 described in *Miles City Long-Range Transportation Plan 2017* that includes the following:

- |                           |                       |
|---------------------------|-----------------------|
| • Project Name            | • Project Description |
| • Project Sponsor         | • Project Eligibility |
| • Population              | • Project Benefits    |
| • Project Contact         | • Risk Analysis       |
| • Estimated Project Costs |                       |

The City will have an opportunity for one (1) review of the Application prior to submittal to the MDT.

**Task 2 – Public Meeting**

Engineer will prepare necessary materials and assist the City in one (1) Public Meeting regarding the Application.

## **Exclusions**

The following items are specifically excluded from this Scope of Services:

1. An update to *Miles City Long-Range Transportation Plan 2017*.
2. Any engineering design or topographic survey.
3. Exploratory excavation of existing utilities.
4. Fees for necessary permits, regulatory agency review or the Application.
5. Fees for recording any necessary easements or rights-of-way. Should any right-of-way or easement surveys or documents be necessary, the Engineer reserves the right for additional budget for such.
6. Landowner negotiations for rights-of way or easements.
7. Coordination with local businesses.
8. SHPO archeological-cultural resource survey.
9. Asbestos survey, sampling, and testing for existing concrete structures, including manholes.
10. Geotechnical exploration and preparation of a geotechnical report and recommendations prepared by a Montana licensed geotechnical engineering firm.
11. Research, exploration, and soil sampling for the possible presence of petroleum products, petroleum product residues, or other contaminants.
12. Additional Applications other than described in Task 1.

## **ARTICLE 2. ATTACHMENTS**

The following attachments are included with and made a part of this Task Order No. 1:

1. Interstate Engineering Schedule of Rates
2. MDT Application
3. Project Area

## **ARTICLE 3. SCHEDULE**

The Engineer will provide the draft Application within ten (10) days after receipt of an executed Task Order. Final Application for submittal to MDT will be delivered to Owner within 5 days after receipt of Owner's review and comments of the Draft Application documents. If acceptance of Task Order or Owner comments are delayed, a revised schedule may need to be provided.

The Engineer will provide the Owner a digital copy of all presentation materials ten (10) days prior to Public Meeting. Any comments from the Owner of materials provided by Engineer must be submitted within 5 days of Public meeting.

## ARTICLE 4. COMPENSATION

### A. BUDGET

For **Task 1 – Application**, the Owner will pay the Engineer on a Time and Materials basis in accordance with the rate schedule included with this Task Order and the Master Services Agreement. The Estimated fee is \$8,298.00.

For **Task 2 – Public Meeting**, the Owner will pay the Engineer on a Time and Materials basis in accordance with the rate schedule included with this Task Order and the Master Services Agreement. The Estimated fee is \$3,424.00.

This Task Order budget may be modified by the Owner and Engineer in writing as needed.

### B. PAYMENT SCHEDULE

Payment compensation shall be made by the Owner to the Engineer monthly beginning after the issuance of a fully executed copy of this Task Order No. 1 to the Engineer. By signing below, the Owner authorizes the Engineer to proceed with Task Order No. 1 as described above.

Engineer relies on payments by the Owner when due to meet the Engineer's payroll and other costs of doing business. Therefore, in the event that the Owner fails to make payment for services within thirty days after receipt of the billing, the Owner hereby agrees to pay interest charges at the maximum rate of interest allowed by law on the unpaid balance or fraction thereof, when payment to the Engineer is delayed.

#### Limitations of Liability

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

1. **Engineer's Liability Limited to Amount of Insurance Proceeds:** Engineer shall procure and maintain insurance. Notwithstanding any other provision of the Master Services Agreement, and to the fullest extent permitted by Laws and Regulations, 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 Project or the Agreement 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. If no such insurance coverage is provided with respect to Owner's Claims, then 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 such uninsured Owner's Claims shall not exceed \$1,000,000.

2. **Exclusion of Special, Incidental, Indirect, and Consequential Damages:** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Master Services Agreement, 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 or the Project, from any cause or causes, including but not limited to:


Loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, and regulatory fines. Engineer's total liability for such damages shall not exceed \$1,000,000.

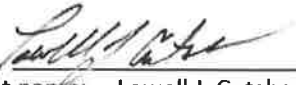
Attachments: Appendix 1, Engineer's Standard Hourly Rates  
Appendix 2, MDT TAP Application  
Appendix 3, Project Location

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

Owner: City of Miles City, Montana

Engineer: Interstate Engineering, Inc.

By:   
Print name: John Housman  
Title: Mayor  
Date Signed: 5-11-21

By:   
Print name: Lowell J. Cutshaw, PE  
Title: Sr. Project Engineer  
Date Signed: 11 May 2021

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

State of: MT PE Lic. # 38524

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

PO Box 910

1211 Grand Avenue, Suite 6

Miles City, MT 59301

Billings, MT 59102



**SCHEDULE OF RATES**

**ATTACHMENT #1**

ENGINEERS

ENG I	\$98.00 per hour
ENG II	\$133.00 per hour
ENG III	\$165.00 per hour
ENG IV	\$188.00 per hour
ENG V	\$206.00 per hour
ENG VI	\$230.00 per hour
ENG VII	\$250.00 per hour

SURVEYORS

SURV I	\$90.00 per hour
SURV II	\$105.00 per hour
SURV III	\$125.00 per hour
SURV IV	\$154.00 per hour
SURV V	\$174.00 per hour
SURV VI	\$193.00 per hour
SURV VII	\$207.00 per hour

PLANNERS

PLANNER I	\$83.00 per hour
PLANNER II	\$106.00 per hour
PLANNER III	\$138.00 per hour
PLANNER IV	\$165.00 per hour

TECHNICIANS

TECH I	\$60.00 per hour
TECH II	\$92.00 per hour
TECH III	\$112.00 per hour
TECH IV	\$132.00 per hour
TECH V	\$142.00 per hour
TECH VI	\$166.00 per hour
TECH VII	\$179.00 per hour
TECH VIII	\$205.00 per hour

ADMINISTRATIVE

ADMIN I	\$67.00 per hour
ADMIN II	\$77.00 per hour

INFORMATION TECHNOLOGISTS

IT I	\$135.00 per hour
IT II	\$185.00 per hour

EXPERT WITNESS

\$275.00 per hour

CHARGEABLE EXPENSES

Subsistence.....	Actual cost	8 ½" X 11" Prints per Page.....	\$0.15 – black & white, \$0.50 - color
Travel Vehicle.....	\$0.58 per mile	11" x 17" Prints per Page.....	\$0.25 – black & white, \$0.50 - color
Survey Vehicle.....	\$0.68 per mile	24" x 36" Prints per Page.....	\$9.00
Aircraft.....	Actual cost	Mylar.....	\$3.00 per ft <sup>2</sup>
Any But Ordinary First-Class Postage.....	Actual cost	ATV.....	\$75.00 per day
Subconsultant Services.....	Cost plus 10%	UTV.....	\$150.00 per day
Plat Certification per Certification.....	\$35.00	ATV / UTV with Tracks.....	\$125.00 / \$200.00 per day
Recordation per Monument.....	\$35.00	Snowmobile.....	\$200.00 per day
Cost of surveying materials, filing fees, drafting materials and other materials required for the job..... Cost plus 25%			
Any and all sales and use tax, TERO or other special fees which apply to this contract.			

Professionals you need, people you trust.

P.O. Box 2035 • 1903 12<sup>th</sup> Avenue SW • Jamestown, ND 58402-2035 • P: 701-252-0234 • F: 701-252-0203 • [www.interstateeng.com](http://www.interstateeng.com)

Offices in: North Dakota • Montana • Minnesota • South Dakota • Wyoming



Montana Department of Transportation  
Alternatives (TA) Program  
2021 TA Application  
Capital Improvement Project

Review the instruction prior to filling out this application for a Capital Improvement Project.  
Fill in all the sections and do not leave any blank.

1. Project Name:

2. Project Sponsor:

3. Project Sponsor Population:

4. Project Sponsor Single Point of Contact:

5. Project Cost Estimate

	Total Cost	Federal Share (TA)	Match (if required)	Additional Contribution
Preliminary Engineering (PE)				
Construction (CN)				
Construction Engineering (CE)				
Right-of-Way (RW)				
Incidental Construction (Utility involvement)(IC)				
<b>Total</b>				

Match Type:     State Match         Local Match         Combination         No Match Required

If the match is a combination between State and Local, indicate amounts of each:

State:

Local:

\*As a reminder, if matching funds are required, the cost split between Federal Share TA and Matching funds is 86.58% Federal Share TA and 13.42% Match



**Montana Department of Transportation  
Alternatives (TA) Program  
2021 TA Application  
*Capital Improvement Project***

**6. Description of Project:**

A large, empty rectangular box with a thin black border, intended for the user to provide a detailed description of the project.





**Montana Department of Transportation**  
**Alternatives (TA) Program**  
**2021 TA Application**  
***Capital Improvement Project***

**7. Project Eligibility:**

A large, empty rectangular box with a thin black border, intended for the applicant to provide details regarding project eligibility.



**Montana Department of Transportation  
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2021 TA Application  
*Capital Improvement Project***

**8. Project Benefits (100 points)**

**a) Safety:**

A large, empty rectangular box with a thin black border, intended for the applicant to provide details regarding safety benefits. The box is currently blank.



**Montana Department of Transportation  
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2021 TA Application  
*Capital Improvement Project***

**b) Accessibility:**

A large, empty rectangular box with a thin black border, intended for the applicant to provide details regarding accessibility for the proposed project.



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**c) Connectivity:**

A large, empty rectangular box with a thin black border, intended for the applicant to provide details regarding connectivity for the project.



**Montana Department of Transportation  
Alternatives (TA) Program  
2021 TA Application  
*Capital Improvement Project***

**9. Risk Analysis (100 points)**

**a) Budget:**

**b) Matching Funds:**



**Montana Department of Transportation  
Alternatives (TA) Program  
2021 TA Application  
*Capital Improvement Project***

**c) Public Involvement:**

[Empty response box for Public Involvement]

**d) MDT Coordination:**

[Empty response box for MDT Coordination]



**Montana Department of Transportation  
Alternatives (TA) Program  
2021 TA Application  
*Capital Improvement Project***

**e) Project Independence:**

[Empty response box for Project Independence]

**f) Project Ownership and Maintenance:**

[Empty response box for Project Ownership and Maintenance]



**Montana Department of Transportation  
Alternatives (TA) Program  
2021 TA Application  
*Capital Improvement Project***

**g) Project Right-of-Way and Railroad:**

[Empty response box for Project Right-of-Way and Railroad]

**h) Project Utility Impacts:**

[Empty response box for Project Utility Impacts]





**Montana Department of Transportation  
Alternatives (TA) Program  
2021 TA Application  
*Capital Improvement Project***

**10. Appendix (add attachments):**

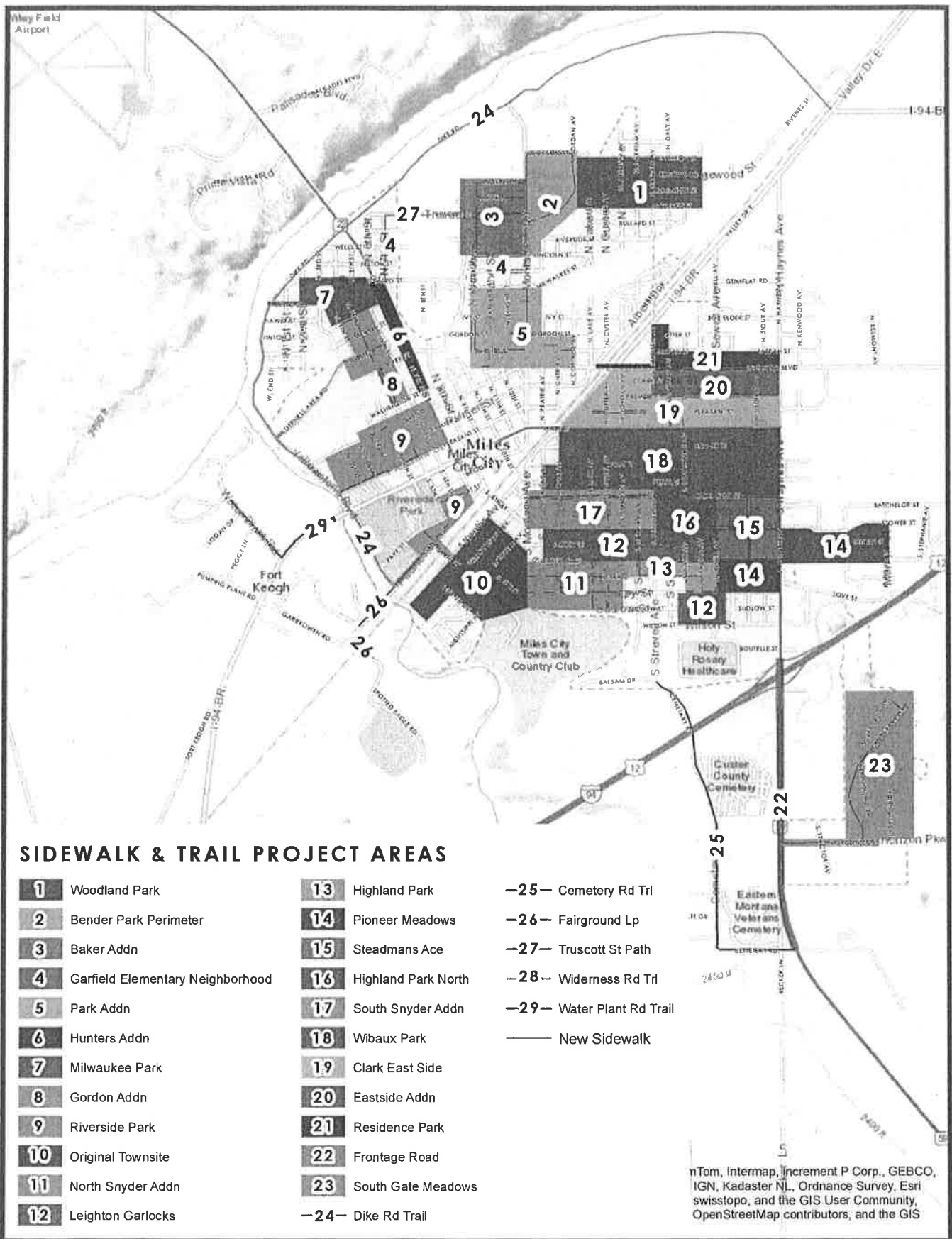


Figure 6-2: Sidewalk & Trail Projects