

**RESOLUTION NO. 4467**

**A RESOLUTION OF THE CITY OF MILES CITY APPROVING A TASK ORDER WITH KADRMAS, LEE & JACKSON, INC. RELATED TO THE TONGUE RIVER SLOUGH PROJECT**

*WHEREAS*, The City of Miles City has retained the engineering services of Kadrmas, Lee & Jackson, Inc. (KLJ) to provide engineering services related to the Tongue River Slough Project;

*AND WHEREAS*, the City wishes to approve a Task Order related to certain work to be provided by KLJ pertaining to said project;

*AND WHEREAS*, KLJ has provided the City with a written task order setting forth the duties and responsibilities of the parties;

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

1. "Task Order 2104-01779," attached hereto as Exhibit "A", 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 document 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 DULY CALLED MEETING THIS 26<sup>TH</sup> DAY OF JULY, 2022.**

  
John Hollowell, Mayor

ATTEST:

  
Mary Rowe, City Clerk

This is Task Order No. 2104-01779, consisting of 4 pages.

## Task Order

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In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [ June 22, 2021 ] ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- a. Effective Date of Task Order:
- b. Owner: City of Miles City
- c. Engineer: KLJ Engineering LLC
- d. Specific Project (title): Tongue River Slough Project
- e. Specific Project (description): The project includes taking the recommendations of the Master Stormwater Plan (MSP) prepared in February 2021 from conceptual design to a final "shovel ready" design.

### 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
  - set forth in Exhibit A, "Engineer's Services for Task Order 2104-01779," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

### 3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:
  - 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.

### 5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

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Page 1

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<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish 1 review digital copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	No later than April 30, 2023
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within 21 days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish 1 digital copy 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.	No later than December 31, 2023
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 21 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 1 digital copy 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.	No later than April 30, 2024

## 6. Payments to Engineer

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

Description of Service	Amount	Basis of Compensation
1. Services of Engineer	\$ 765,371.00	Standard Hourly Rates
<b>TOTAL COMPENSATION</b>	<b>\$765,371.00</b>	<b>Standard Hourly</b>

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		Rates
2. Additional Services (Part 2 of Exhibit A of Agreement)	(N/A)	Standard Hourly Rates

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: N/A**

**8. Other Modifications to Agreement and Exhibits: N/A**

**9. Attachments: Exhibit A – Engineer's Services for Task Order 2104-01779**

**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.

OWNER:

ENGINEER: KLJ Engineering LLC

By:



By:



Print Name:

John Howlowen

Print Name:

Luke LaLiberty

Title:

MAYOR

Title:

Associate Vice President

Firm's Certificate No. (if required):

PEL-EF-LIC-37

State of:

Montana

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Page 3

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Sam Malenovsky

Name: Dan Richardson

Title: Floodplain Admin /  
ASst. Public Works / Utilities

Title: Project Manager

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Miles City, MT 59201

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Helena, MT 59601

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## EXHIBIT A

### City of Miles City – Tongue River Slough Project Engineer’s Services for Task Order 2104-01779

KLJ’s scope generally includes the Preliminary and Final Design for the City of Miles City Tongue River Slough Project. The project includes taking the recommendations of the Master Stormwater Plan (MSP) prepared in February 2021 from conceptual design to a final “shovel ready” design. The Tongue River Slough is the historic channel of the Tongue River which was cut off from the river by the construction of the levee around Miles City. The Slough now provides internal drainage for Miles City with the city’s storm drain outfalls discharging into it. This project is part of a larger project with the goal of removing much of Miles City from the FEMA mapped 100-year floodplain for the Yellowstone and Tongue rivers. A separate phase of the project will involve complete reconstruction of the levee system, but in order for the USACE to permit a new levee, the internal drainage issues inside the levee must be addressed. This project aims to resolve any internal drainage problems prior to the design of a new levee through the final design of the recommendations of the MSP. These recommendations include providing storage and pumping for the 100-year storm event, upgrading crossings of the slough to meet design standards, and regrading of the slough. The project design will utilize State of Montana and FEMA standards.

The Scope of Work tasks for the project will consist of 10 primary tasks from conception to completion which include the following:

1. Project Management .....	1
2. Survey and Base Map .....	2
3. Geotechnical Engineering .....	2
4. Hydrology.....	2
5. Detention Pond Design .....	2
6. Tongue River Slough Design .....	2
7. Preliminary Plans .....	3
8. Final Construction Documents and Bidding .....	3
9. Environmental Permitting .....	4
10. Construction Administration/Observation .....	5

**1. Project Management (\$133,582.00)**

- 1.1. Prepare scope of work and fee proposal
- 1.2. Track budget and schedule monthly. Keep owner informed about progress
- 1.3. Coordinate with FEMA and DNRC during the project to provide an analysis and recommendations with this study that satisfy applicable requirements for FEMA and DNRC.
- 1.4. Coordination with Subconsultants. Invoicing, contracts and project coordination.



- 1.5. Coordination meetings with team members.
- 1.6. Coordination with City.
- 1.7. Coordination with MDT for crossing at North 7<sup>th</sup> St. (Highway 59).
- 1.8. Implement Quality Assurance (QA) and Quality Control (QC) for the project.
- 1.9. Assist grant administrator with questions arising from invoicing about engineering design.
- 1.10. General Project Management to include staff coordination, invoice coordination, managing and adjusting scope/schedule/budget, answering questions from City and agencies and review of submittal packages.
- 2. Survey and Base Map (\$33,188.00)**
  - 2.1. Pickup survey – assuming two weeks of a two-man survey crew.
  - 2.2. Download and process LiDAR data.
  - 2.3. Process existing conditions data into a base map and existing ground surface.
- 3. Geotechnical Engineering (\$21,240)**
  - 3.1. Provide geotechnical borings into the sub-grade soils
    - 3.1.1. Provide borings in the vicinity of the proposed pond.
    - 3.1.2. Provide borings in each road/driveway crossing the slough.
  - 3.2. Prepare a Geotechnical Report describing soil types and groundwater depth around the pond and summarizing road cross-sections for each crossing.
- 4. Hydrology (\$23,335.00)**
  - 4.1. Review hydrological methods and calculations from the MSP.
  - 4.2. Perform hydrograph based hydrologic calculations for up to three methods and select the best method (assuming all overland flow with no interception by the storm drain system). A hydraulic model will be built for each method and the results evaluated for selection. Methods may include NRCS TR-55, SCS Curve Number with Snyder Unit Hydrograph, and/or EPA SWMM.
  - 4.3. Develop inflow hydrographs for the hydraulic modeling and the new retention pond.
- 5. Detention Pond Design (\$44,452.00)**
  - 5.1. Design pond storage including controlled inlets and outlets.
  - 5.2. Design reconstruction of road to treatment plan with weir to new pond.
  - 5.3. Design lift station.
- 6. Tongue River Slough Design (\$104,090.00)**
  - 6.1. Build 2D hydraulic model of the existing slough. The purpose of this model will be primarily to establish reasonable model inputs and to identify critical areas that need to be addressed in design.



- 6.1.1. Use DNRC LiDAR as terrain data in a HEC-RAS 2D model.
- 6.1.2. Test the model and provide summary to City to confirm model reasonably reflects actual field conditions during rainfall events.
- 6.1.3. Refine model as needed based on City feedback.
- 6.2. Design road crossings of the slough. Culvert size and road overtopping elevations will be established. It will be assumed that road cross sections will be replaced to match the existing section.
- 6.3. Design regrading of the slough.
- 6.4. Build 2D Hydraulic model of the proposed slough.
  - 6.4.1. Revise existing conditions model with new terrain data for the new grading design and with new culvert sizes.
  - 6.4.2. Confirm acceptability of the results with the City.
  - 6.4.3. Revise the model as needed based on City feedback. If needed, adjust grading or culvert sizing.
- 6.5. Water and sewer relocation design where needed for new slough grading due to cover issues. Relocation does not include design of a new lift station or pump station.
- 6.6. Stormwater pipes relocation due to slough grading.
- 7. Preliminary Plans (\$45,988.00)**
  - 7.1. Prepare a preliminary set of plans. The preliminary submittal will include:
    - Cover sheet and general sheets
    - Key Map
    - Horizontal Control
    - Slough Typical Sections
    - Slough Plan & Profile sheets
    - Road Typical Sections
    - Road Plan & Profile sheets
    - Pond Grading Plan Sheets
    - Detail Sheets, as necessary
    - Signing and pavement marking plans
  - 7.2. Preliminary plans will be submitted to the City for review and comments.
- 8. Final Construction Documents and Bidding (\$65,458.00)**
  - 8.1. Finalize design and plan sheets.
  - 8.2. Review comments on preliminary plans from the City and revise plan sheets as needed.





8.3. Prepare a final set of plans and specs. The final submittal will include:

- Cover sheet and general sheets
- Key Map
- Horizontal Control
- Slough Typical Sections
- Slough Plan & Profile sheets
- Road Typical Sections
- Road Plan & Profile sheets
- Pond Grading Plan Sheets
- Detail Sheets, as necessary
- Signing and pavement marking plans
- Final specs

8.4. Final plans and specs and bidding documents will be submitted to the City for approval before advertising the project for construction.

8.5. Facilitate construction bidding

- 8.5.1. Advertise project for bids.
- 8.5.2. Answer contractor questions and issue addenda.
- 8.5.3. Facilitate pre-bid meeting.
- 8.5.4. Facilitate bid opening.
- 8.5.5. Prepare Recommendation of Award.

**9. Environmental Permitting (\$81,734.00)**

9.1 Prepare Joint Application and supplemental documents for environmental permitting. Permitting to include coordination and preparation for the following permits.

- 9.1.1. Floodplain Permit
- 9.1.2. 310 Permit
- 9.1.3. 401 Certification
- 9.1.4. Navigable Rivers Land Use License,
- 9.1.5. 318 Authorization (Work with Contractor for permit)

9.2 MDT Encroachment Permit

9.3 DEQ Report and Permit for Water/Sewer Relocations



## **10 Construction Administration/Observation (\$212,304.00)**

### **10.1 Construction Administration**

10.1.1 Facilitate pre-construction conference on-site. An agenda will be prepared for the conference. It is assumed that the following engineering staff members shall attend the pre-construction conference

- Project Manager
- Resident Project Representative

10.1.2 Review contractor shop drawings and material certifications for compliance with the project plans and specs. Issue the appropriate response to the contractor.

- Fee is based on up to 2 reviews of # shop drawings (average of 2 hours each for review, response, filing in project records) total for the project
- Fee is based on up to 2 reviews of # material certifications (average of 1 hour each for review, response, and filing in project records) total for the project.

10.1.3 Review contractor requests for information. Coordinate with City staff as applicable and issue the written response to the contractor.

- Fee is based on up to 6 RFIs (average of 4 hours each for review, response, and filing in project records) total for the project.

10.1.4 Prepare change orders for modifications to the contractor's work, payment, or schedule as issues arise during the construction phase.

- Fee is based on up to two (2) change orders total for the project.

10.1.5 Review contractor's pay estimates and recommend payments.

- Fee is based on up to six (6) pay estimates total for the project.

10.1.6 Maintain a record of project documents and correspondence. Conduct a review of contractor and subcontractor payrolls for conformance with project wage rates and regulations.

- Fee is based on six (6) months of payroll records (average of 1 hour per month).

10.1.7 Coordinate and facilitate construction progress meetings on a schedule agreed upon at the pre-construction conference. Prepare meeting agendas and minutes, and issue to the appropriate parties.

- Fee is based on 12 meetings

10.1.8 Coordinate with the City and contractor to conduct substantial completion inspection of the project and prepare the final inspection punchlist.

10.1.9 Verify that the punchlist items have been completed and coordinate with the City and contractor to conduct a final inspection. Recommend final acceptance of the project when completed.



10.1.10 Maintain and prepare as-built plans.

10.2 Construction Observation

10.2.1 Provide as-built survey of the finished grades and structures.

- Fee is based on one round trip of 12 hours.

10.2.2 Full time construction observation will be provided for construction activities.

- Fee is based on 6 months (120 days) of full-time observation at 10 hours per day.
- KLJ's construction observation staff will provide the services at the Site to assist the Project Manager/Engineer providing daily observation (up to the maximum total days described in section 10.2.2) of Contractor's work. The construction observation staff will advise the KLJ Project Manager if any work should be rejected on the basis of observations under the terms and standards set forth in the Construction Contract Documents. KLJ's Project Manager will coordinate with the City rejected work and provide recommendations to City regarding whether Contractor should correct such Work or remove and replace such Work, or whether City should consider accepting such Work as provided in the Construction Contract Documents.
- Daily Reports to the City - 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 City.