

**RESOLUTION NO. 4507**

**A RESOLUTION OF THE CITY OF MILES CITY APPROVING A TASK ORDER WITH INTERSTATE ENGINEERING PERTAINING TO CERTAIN PROJECTS AS SET FORTH IN THE MILES CITY LONG RANGE TRANSPORTATION PLAN.**

*WHEREAS*, the City of Miles City has adopted a long-range transportation plan, and has engaged the services of Interstate Engineering, Inc. to provide certain services to the City of Miles City, and the City desires to engage Interstate Engineering for certain services related to said plan, including construction of sidewalks, as more particularly described and set forth in "Task Order 2";

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

1. "Task Order 2" to the Agreement to Furnish Engineering Services with Interstate Engineering, Inc., pertaining to certain sidewalk improvements and related tasks, attached hereto as Exhibit "A" is approved by this Council.

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

**SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A VOTE OF TWO-THIRDS OF THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 9<sup>TH</sup> DAY OF MAY, 2023.**

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

ATTEST:

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

TASK ORDER 2  
AGREEMENT TO FURNISH PROFESSIONAL SERVICES  
TO THE  
CITY OF MILES CITY, MONTANA  
For

Montana Department of Transportation  
2023 Transportation Alternatives Program Capital Improvement Application

This Task Order provides for professional services to be performed by INTERSTATE ENGINEERING, INC., (hereinafter the Consultant), 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**

Consultant'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) 2023 Transportation Alternative Program Capital Improvement Application (hereinafter the Application) for two sidewalk infill projects near Garfield Elementary School and near Highland Park Elementary School 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 tasks:

**Item 1 – Application**

Consultant will complete and submit a single Application to the MDT regarding Project #4 and Project #13 as 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.

**Item 2 – Public Comment and Letters of Support**

Interstate Engineering will prepare necessary materials and assist the City in one (1) Public Meeting regarding the Application. The consultant will work to identify stakeholders which would benefit from the application and solicit letters of support from those stakeholders.

## **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 Consultant reserves the right for additional budget for such.
6. Landowner negotiations for rights-of way or easements.
7. SHPO archeological-cultural resource survey.
8. Asbestos survey, sampling, and testing for existing concrete structures, including manholes.
9. Geotechnical exploration and preparation of a geotechnical report and recommendations prepared by a Montana licensed geotechnical engineering firm.
10. Research, exploration, and soil sampling for the possible presence of petroleum products, petroleum product residues, or other contaminants.
11. 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. 2:

1. Interstate Engineering Schedule of Rates
2. Project Area

## **ARTICLE 3. SCHEDULE**

The Consultant 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 Consultant 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 Consultant must be submitted within 5 days of public meeting.

**ARTICLE 4.  
COMPENSATION**

**A. BUDGET**

For Item 1 – Application, the Owner will pay the Consultant 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 \$5,500.

For Item 2 – Public Meeting and Letters of Support, the Owner will pay the Consultant 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 \$3,000.

The total estimate for Item 1 and 2 is \$8,500.

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

**B. PAYMENT SCHEDULE**

Payment compensation shall be made by the Owner to the Consultant monthly beginning after the issuance of a fully executed copy of this Task Order No. 2 to the Consultant. By signing below, the Owner authorizes the Consultant to proceed with Task Order No. 2 as described above.

Consultant relies on payments by the Owner when due to meet the Consultant's payroll and other costs of doing business. Therefore, if 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 Consultant is delayed.

**Limitations of Liability**

**A. Limitation of Consultant's Liability**

1. **Consultant's Liability Limited to Amount of Insurance Proceeds:** Consultant 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 Consultant and Consultant'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 Consultant or Consultant'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 Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant'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 Consultant and Consultant'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

**ATTACHMENT #1 - SCHEDULE OF RATES**

ENGINEERS

ENG I	\$110.00 per hour
ENG II	\$140.00 per hour
ENG III	\$172.00 per hour
ENG IV	\$194.00 per hour
ENG V	\$210.00 per hour
ENG VI	\$232.00 per hour
ENG VII	\$250.00 per hour

SURVEYORS

SURV I	\$98.00 per hour
SURV II	\$112.00 per hour
SURV III	\$130.00 per hour
SURV IV	\$158.00 per hour
SURV V	\$176.00 per hour
SURV VI	\$195.00 per hour
SURV VII	\$209.00 per hour

PLANNERS

PLANNER I	\$93.00 per hour
PLANNER II	\$110.00 per hour
PLANNER III	\$142.00 per hour
PLANNER IV	\$169.00 per hour

TECHNICIANS

TECH I	\$65.00 per hour
TECH II	\$98.00 per hour
TECH III	\$115.00 per hour
TECH IV	\$137.00 per hour
TECH V	\$147.00 per hour
TECH VI	\$168.00 per hour
TECH VII	\$181.00 per hour
TECH VIII	\$205.00 per hour

ADMINISTRATIVE

ADMIN I	\$70.00 per hour
ADMIN II	\$80.00 per hour

INFORMATION TECHNOLOGISTS

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

EXPERT WITNESS

\$285.00 per hour

CHARGEABLE EXPENSES

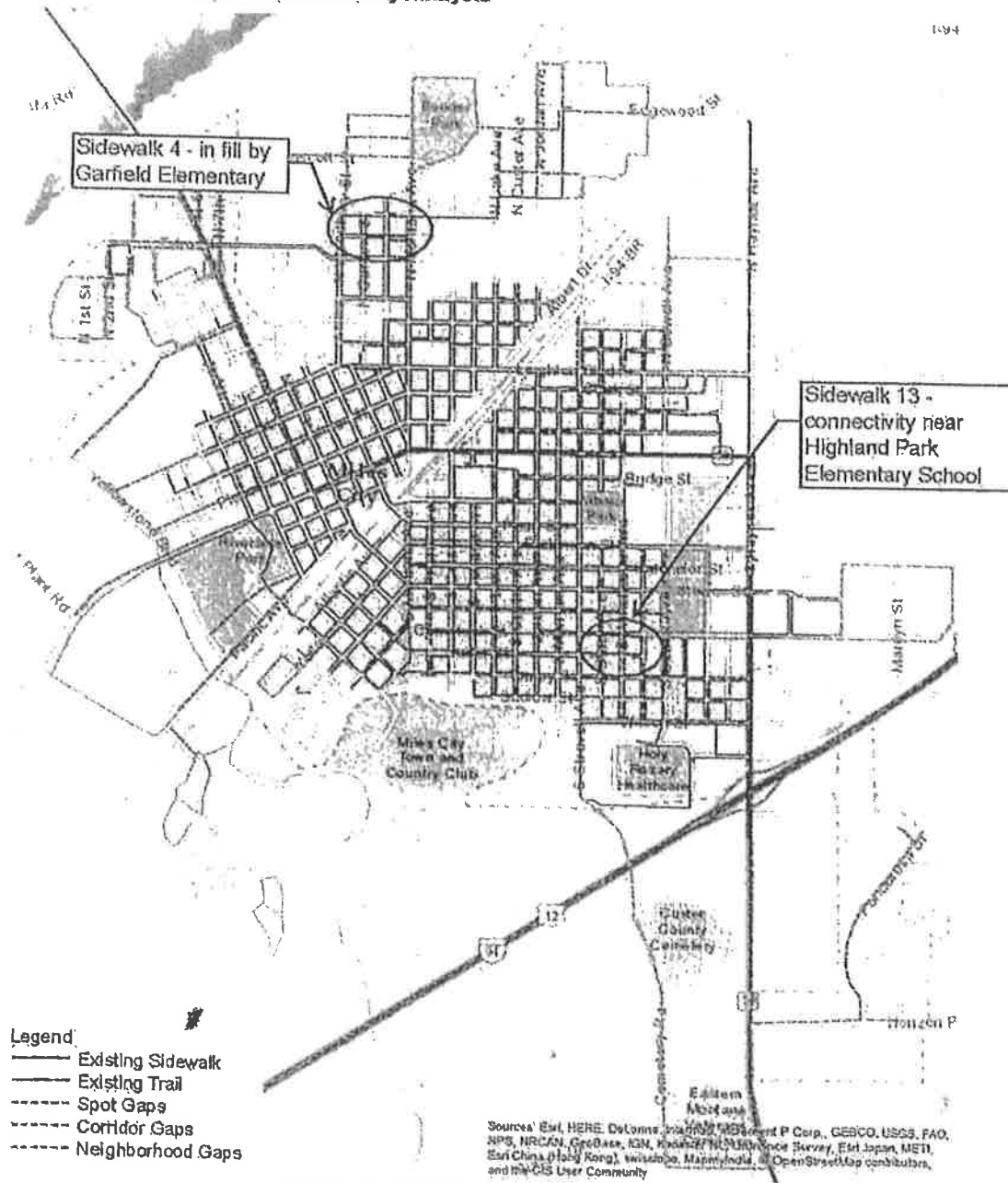
Subsistence.....	Actual cost	8 1/2" X 11" Prints per Page.....	\$0.15 – black & white, \$0.50 - color
Travel Vehicle.....	\$0.78 per mile	11" x 17" Prints per Page.....	\$0.25 – black & white, \$0.50 - color
Survey Vehicle.....	\$0.88 per mile	24" x 36" Prints per Page.....	\$9.00
Aircraft.....	Actual 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		Snowmobile.....	\$200.00 per day
Recordation per Monument.....	\$35.00		

Cost of surveying materials, filing fees, drafting materials and other materials required for the job, Cost plus 25%

# APPENDIX D



## Sidewalk Connectivity Analysis

1894



MILES CITY LONG-RANGE TRANSPORTATION PLAN

MILES CITY TRANSPORTATION CAPITAL IMPROVEMENTS PLAN

Project Description	Estimated Cost	Rationale	Comment
<b>BICYCLE AND PEDESTRIAN</b>			
Sidewalk 1: Woodland Park	\$87,000	Establish connectivity along the south side of Edgewood St., west side of North Marlam Ave., and north side of Robinson St.	
Sidewalk 2: Bender Park Perimeter	\$196,000	Establish a circuitous sidewalk around a major city	
Sidewalk 3: Baker Addition	\$161,000	Provides east-west connectivity on Alice and Truscott Streets and the east side on Woodbury St.	
Sidewalk 4: Garfield Elementary Neighborhood 	\$118,000	Infill of linear gaps along the south side of Lincoln St., both sides of Roosevelt St., and along the east side of N. 7th St.	
Sidewalk 5: Park Addition	\$167,000	Infill of a linear gap on the east side of N. Montana Ave., several spot gaps on Woodbury St., Phillips St., Gordon St. and Leighton Blvd.	
Sidewalk 6: Hunters Addition	\$164,000	Infill of a corridor gap along State Highway 59/N. 7th St. from Tatro St. to Washington St.	
Sidewalk 7: Milwaukee Park	\$190,000	Establishment of a sidewalk corridor on both sides of Tatro St., the north side of Lewis St. and spot gaps on N. 2nd St. and N. 3rd St.	
Sidewalk 8: Gordon Addition	\$149,000	Corridor gap on N. 5th St., from William St. to Washington St., sidewalk on the north side of Hubbel St., and connectivity to the Milwaukee Park neighborhood	
Sidewalk 9: Riverside Park	\$189,000	Linear gap to establish sidewalk along the north side of Pleasant St., from N. 5th St. to Dike Rd. and misc. spot gap infills on N. 2nd St. & Orr Street. Also includes linear gap along the north side of Pacific Avenue and Riverside Park connections from this existing walk, across the track to S. 4th St.	
Sidewalk 10: Original Townsite	\$120,000	Sidewalk along the south side of Yellowstone Avenue and misc. spot gap infill on S. 4th, 5th and 6th Streets	
Sidewalk 11: N. Snyder Addition	\$155,000	Linear gap on the north side of Tompy St. and Butler St., misc. spot gap infill on Center, Lake and Custer	
Sidewalk 12: Leighton Garlocks	\$153,000	Corridor gap on the south side of Brisbin St. from Stravelle Ave. to Prairie Ave.	
Sidewalk 13: Highland Park 	\$150,000	Linear gap on the north side of Butler St., spot gaps on S. Merdian Ave., Cale Ave., Earling Ave. and	
Sidewalk 14: Pioneer Meadows	\$184,000	Linear gap on Tompy St. from McCrehead Ave. to S. Haynes Ave.	
Sidewalk 15: Steadmans Aca	\$314,000	Neighborhood gap bordered and within Dickinson St., S. Haynes Ave., Comstock St. and S. Sewall Ave.	
Sidewalk 16: Highland Park N.	\$133,000	Spot gap infill along Dickinson St., Earling Ave., Stower St., Brisbin St.	
Sidewalk 17: S. Snyder Addition	\$137,000	Corridor gap on both sides of Dickinson St. from Stravelle Ave. to S. Montana Ave., and spot gap infill on Jordan Ave. and Custer Ave.	
Sidewalk 18: Wibaux Park	\$184,000	Spot gap infill on Fort St., Pearl St., Bridge St. and linear gap on Bridge St. from Winchester Ave. to S. Legion Ave.	
Sidewalk 19: Clark East Side	\$199,000	Spot gap infill on Pleasant St. Palmer St. and Stacy	
Sidewalk 20: Eastside Addition	\$109,000	Corridor gap on Leighton Blvd. and spot gaps on Palmer St.	
Sidewalk 21: Residence Park	\$154,000	Corridor gap on Leighton Blvd. N. Stravelle Ave.	

Services Agreement, the Consultant and Consultant'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. Consultant's total liability for such damages shall not exceed \$1,000,000.

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

By:

Print name:

Title:

Date Signed:

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

Address for Owner's receipt of notices:

PO Box 910  
Miles City, MT 59301

Consultant: Interstate Engineering, Inc.

By:

Print name: Lowell J. Cutshaw, PE

Title: Sr. Project Engineer

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

State of: MT PE Lic. # 38524

Address for Engineer's receipt of notices:

1211 Grand Avenue, Suite 6  
Billings, MT 59102

**Attachments:**

**ATTACHMENT 1: Consultant's Standard Hourly Rates**

**ATTACHMENT 2: Project Location**