

TASK ORDER TO OWNER-ENGINEER AGREEMENT

Task Order No. 3

In accordance with Short Form of Agreement Between Owner and Engineer for Professional Services, dated May 11, 2021 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: April 20, 2026
- b. Owner: City of Miles City, Montana
- c. Engineer: Great West Engineering, Inc.
- d. Specific Project (title): 2026 Stormwater Preliminary Engineering Report (PER)
- e. Specific Project (description): The Owner wants to complete a preliminary engineering report (PER) that takes a comprehensive look at the existing stormwater system, and proposes improvement alternatives for problem areas around Miles City.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

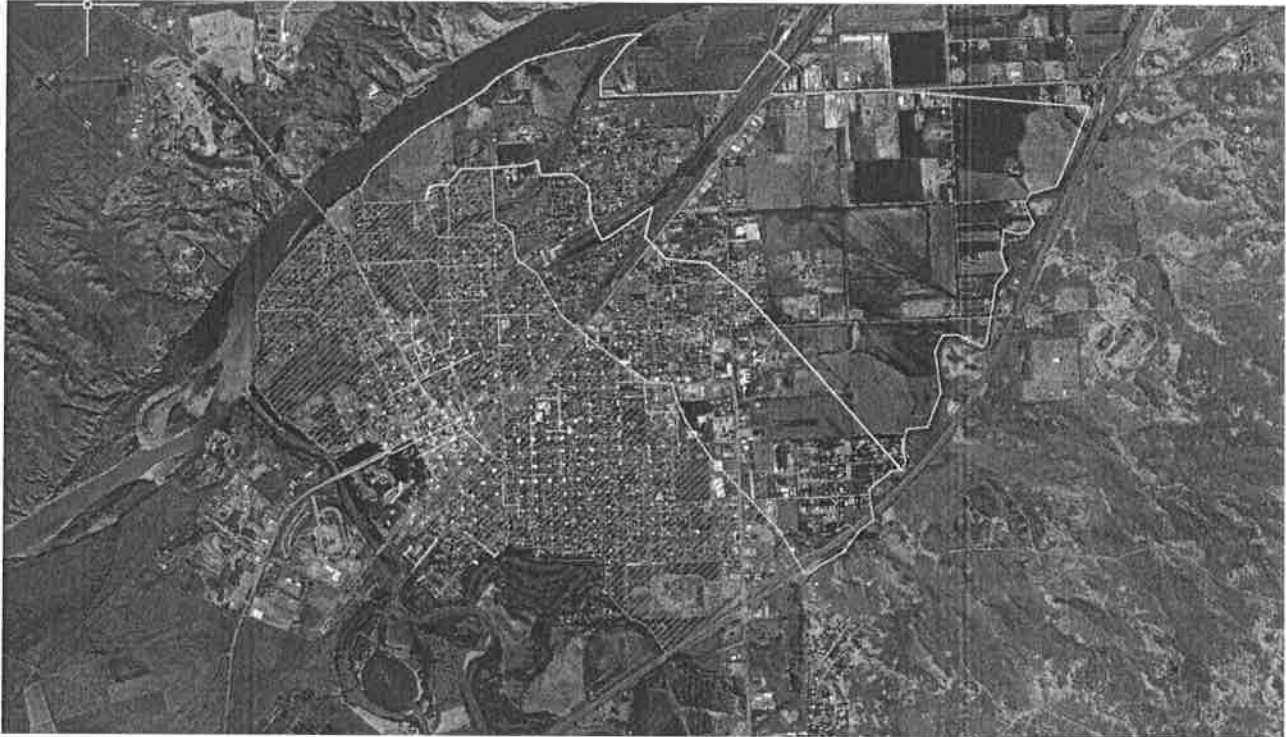
Task 1: Kick-Off Meeting and Background Information

- Coordinate with the City to determine the breadth of the project and desired elements of the final plan.
- Meet with interested stakeholders (Public Works Director, Public Utilities Director, and other Department Heads) to discuss and finalize the goals and objectives of the project.
- Establish the priority areas of the City, and where ponding and storm sewer surcharges occur on a regular basis.
- Discuss storm sewer information collected from city staff and consultants for use as preliminary information to the PER.
- Obtain and review any existing plans, records, and reports pertinent to the PER.
- Obtain updated electronic mapping (including GIS information) of City infrastructure including the municipal water, sanitary sewer, and stormwater systems.

Task 2: Draft Preliminary Engineering Report

- Outreach to government and other local organizations to garner any concerns and/or procedures for future stormwater projects.
- Conduct an Environmental Assessment (EA) of the future project sites.
- Conduct inventory investigations into stormwater elements in Miles City. Minus the information gathered in Task 1.
- Model the existing stormwater system including pipes, inlets, and manholes (excluding the Tongue River Slough) to identify deficiencies and problem areas within the magenta area, approximately 1,345 acres, shown in the picture below from the 2021 Master Stormwater Plan completed by KLJ.
- Report and model proposed condition alternatives for sub drainage basins of problem areas identified in Task 1. This will be done for the magenta areas as shown in the figure

below. These areas were identified as the Tongue River Slough Drainage Basins by the 2021 Master Stormwater Plan prepared by KLJ.



- Rank the alternatives based on environmental impacts, social impacts, capital costs, and technical feasibility to relay to the client the engineers suggested priority order for the proposed improvements.
- Provide the client a draft PER with these findings, that follows the latest Uniform Application PER Outline.
- A meeting to discuss the findings with interested parties, including the public works director.

Task 3: Final Preliminary Engineering Report

- Great West will use the findings from Task 2 to complete draft PER corrections, and finalize the PER.
- Great West will hold a public hearing to garner feedback from the public and other stakeholders on the PER and EA.

Exclusions

- Modeling or reporting on existing and proposed conditions for pipe networks, manholes, and inlets in the yellow areas shown in the picture above.
- Modeling or reporting on the Tongue River Slough with flood elevations and influence from the Tongue or Yellowstone Rivers. These will be considered from the report titled "Master Stormwater Plan" produced by KLJ in February of 2021.
- Modeling or reporting on the existing levee or other flood mitigation elements in and around the City of Miles City.

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

3. Additional Services

A. No Additional Services that may be authorized or necessary under this Task Order are included in this Task Order but may be added by amendment at the Owner’s request.

4. Owner's Responsibilities

A. Owner shall have those responsibilities set forth the Agreement.

5. Task Order Schedule

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

- The draft PER will be completed and delivered to the Owner within six months of the Owner obtaining the funding for the project and directing the Engineer to proceed with the Work.
- The final PER will be completed and delivered to the Owner within two months of the Engineer meeting with public works to go over review comments and public input.

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
Task 1: Kick-Off Meeting and Background Information	\$ 7,000	Hourly
Task 2: Draft Preliminary Engineering Report	\$ 50,000	Hourly
Task 3: Final Preliminary Engineering Report	\$ 23,000	Hourly
TOTAL COMPENSATION	\$ 80,000	

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.

Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation, or lump sum amount, unless approved in writing by the Owner.

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

7. Consultants retained as of the Effective Date of the Task Order:

A. None

8. Other Modifications to Agreement:

A. None

9. Attachments:

A. None

10. Other Documents Incorporated by Reference:

A. None

11. Terms and Conditions


A. 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 April 20, 2026.

OWNER: **City of Miles City, Montana**

ENGINEER: **Great West Engineering, Inc.**

By: _____
Print Name: Chris Grenz
Title: Mayor
Date Signed: _____

By:  _____
Print Name: Brandon Duffey, PE
Title: Regional Team Manager
Date Signed: 4/20/26

Engineer License or Firm's Certificate No.: 6142E
State of : Montana

Address for Owner's receipt of notices:

P.O. Box 910
Miles City, MT 59301

Address for Engineer's receipt of notices:

250 Helen P Clarke Street
Helena, MT 59601

DESIGNATED REPRESENTATIVE FOR TASK ORDER
(Paragraph 8.04):

Sam Malenovsky
Title: Public Works Director
Phone Number: (406) 874-8617
E-Mail Address: smalenovsky@milescity-mt.org

DESIGNATED REPRESENTATIVE FOR TASK ORDER
(Paragraph 8.04):

Bailey Lehenbauer, PE
Title: Project Manager
Phone Number: (406) 281-8592
E-Mail Address: blehenbauer@greatwesteng.com