

## TASK ORDER 5

### Coulson Park Infrastructure Improvements (2024 Forward)

This Task Order No. 5 (Task Order) is entered into between the State of Montana, Natural Resource Damage Program (NRDP) and the City of Billings (Contractor), as authorized by NRDP Contract No. 700121 (Agreement).

#### **1.0 PURPOSE.**

The purpose of this Task Order is to outline tasks necessary for Contractor to construct/install the latrines, boat ramp, parking and picnic areas at Coulson Park. This project will partially implement the Yellowstone River Recreation Project Priority Plan developed as part of the *Final Programmatic Damage Assessment and Recreation Plan* and *Final Programmatic Environmental Assessment for the Exxon Mobile Pipeline Company July 1, 2011 Yellowstone River Spill*.

#### **2.0 BACKGROUND.**

The City of Billings Coulson Park Master Plan proposed to install latrines, a boat ramp, parking and a picnic area. The Coulson Park infrastructure improvement project was approved in the Yellowstone River Recreation Project Priority Plan, which was completed as part of the implementation of the Final Programmatic Damage Assessment and Restoration Plan and Final Programmatic Environmental Assessment for the Exxon Mobile Pipeline Company July 1, 2011 Yellowstone River Spill prepared by the US Department of the Interior, through the Bureau of Land Management and US Fish and Wildlife Services and the State of Montana through the Natural Resource Damage Program (NRDP).

The priority plan identified preferred recreation projects and funding amounts to meet the restoration plan goal of providing additional recreational human use opportunities to offset those lost by the July 1, 2011 Exxon Mobile Yellowstone River Oil Spill. These projects were approved by the Governor on May 30, 2018, as part of the Yellowstone River Recreation Project Priority Plan. The purpose of this Task Order is to make the approved funds available to the City of Billings for the construction of the project.

#### **3.0 EFFECTIVE DATE, END DATE, EXTENSION, AND TERMINATION.**

3.1 *Effective Date.* The Effective Date of this Task Order is the latest date of authorized signature appearing in this Task Order's signature block in the Execution section. The Effective Date begins the term and period of performance for this Task Order, unless expressly stated otherwise. The NRDP legal counsel signature approving legal content of the Task Order does not constitute an authorized signature for NRDP. This Task Order is not binding on NRDP or Contractor unless respectively executed by each party's authorized representative.

3.2 *Task Order End Date.* This Task Order's initial term begins on the Effective Date, and will expire on the Task Order End Date, which is **December 31, 2026**.

3.3 *Extension.* This Task Order may be extended by an executed written modification of this Task Order. Any extension must occur within the contract term of the Contract.

3.4 *Termination.* This Task Order will expire on the Task Order End Date, as amended, or upon the date of termination or expiration of the Contract, whichever occurs earlier. NRDP may, with 14 calendar days advance written notice, terminate this Task Order before the Task Order End Date, without cause and without incurring liability to Contractor. NRDP will pay Contractor only that amount, or prorated portion thereof, owed to Contractor up to the date NRDP's termination takes effect. This is Contractor's sole remedy. NRDP will not be liable to Contractor for any other payments or damages arising from termination, including but not limited to general, special, or consequential damages such as lost profits or revenues. NRDP must, by law, terminate the Task Order if funds are not appropriated or otherwise made available to support NRDP's continuation of performance.

Contractor may terminate this Task Order for NRDP's failure to perform any of NRDP's duties under this Task Order, after giving NRDP written notice of the failure. The written notice must demand NRDP's performance of the stated failure within a specified period of time, which may not be less than 14 calendar days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

#### **4.0 SCOPE OF WORK.**

Contractor will perform the following tasks:

##### **4.1 Task 1: Project Management**

Contractor will prepare monthly invoices and project progress reports. Contractor will provide NRDP with updated schedule of deliverables, budgets, bid awards, and project schedule as information becomes available.

##### **4.2 Task 2: Final Design**

Contractor will prepare a final design document package that includes design sheets, specifications, bidding documents, and a construction cost estimate. Contractor will use the final design documents for bidding of the construction of the park amenities.

##### **4.3 Task 3: Permits**

Contractor will prepare and obtain all necessary permits prior to construction of the park amenities. Contractor will provide copies of the approved permits to NRDP.

##### **4.4 Task 4: Construction of Park Amenities**

Contractor will procure a contractor and oversee the construction of the park amenities and provide NRDP with copies of all as-built drawings once the construction has been completed.

## **5.0 SCHEDULE AND DELIVERABLES.**

Contractor will provide NRDP with updated schedule of deliverables, budgets, bid awards, and project schedule as information becomes available.

1. Task 1. Project Management
  - a. One (1) electronic Progress Report due with each monthly invoice.
2. Task 2. Final Design
  - a. One (1) electronic copy of the final design documents will be provided to NRDP.
3. Task 3. Permits
  - a. One (1) electronic copy of all necessary permits will be provided to NRDP.
4. Task 4: As-Built Drawings
  - a. One (1) electronic copy of all as-built drawings will be provided to NRDP with the final invoice submittal.

## **6.0 COMPENSATION.**

In consideration of the services provided, NRDP will pay Contractor an amount **not to exceed \$332,949.75**. NRDP will pay Contractor according to the current rates in effect under the Contract, including time and materials, as estimated in the budget for this Task Order, attached as **ATTACHMENT A**. Contractor will submit monthly invoices conforming to Contract requirements, as well as Contractor's name, address, and Contract and Task Order numbers, to NRDP for costs actually incurred, unless no work was performed during the billing period. Invoices of subcontractors will be submitted without mark-up by Contractor. Progress reports will be submitted with all invoices that clearly identify the work performed, including hours, dates and personnel. Contractor must not exceed the costs specified in this section without prior written authorization in the form of a fully executed task order modification. NRDP has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor will submit invoices to Meranda Flugge, Natural Resource Damage Program, P.O. Box 201425, Helena, MT 59620-1425, or by email to: [DOJNRDPInvoice@mt.gov](mailto:DOJNRDPInvoice@mt.gov).

## **7.0 TASK ORDER CONTACT AND NOTICE.**

The Task Order liaisons listed below are each party's single point of contact, unless otherwise specified. Written notices, deliverables, requests, questions, or any other issues or communications regarding this Task Order will be directed to the following Task Order project managers:

For NRDP: Pat Cunneen  
1720 9th Ave.  
PO Box 201425  
Helena, MT 56920  
Phone: 406-565-6924  
Email: [pcunneen@mt.gov](mailto:pcunneen@mt.gov)

For Contractor: Mike Pigg  
Superintendent of Parks  
Billings Parks, Recreation and Public Lands  
390 N 23rd St.  
Billings, MT 59101  
Phone: 406-237-6227  
Email: [piggm@billingsmt.gov](mailto:piggm@billingsmt.gov)

## **8.0 GENERAL REQUIREMENTS AND CONDITIONS.**

8.1 NRDP will review all draft documents delivered by Contractor. NRDP may prepare and return a draft markup with comments and proposed changes to Contractor. Contractor will notify NRDP of any comments Contractor believes are incorrect, but will incorporate all comments into the final document (or subsequent draft) unless directed otherwise by NRDP.

8.2 All electronic documents must be fully modifiable and delivered to NRDP in both searchable Portable Document Format (PDF) and WORD formats unless otherwise specified. In addition, Contractor must provide to NRDP all files used to create the document(s) in their respective electronic formats (WORD, PDF, EXCEL, CAD, etc.). All electronic documents must be compliant with requirements of Section 508, Rehabilitation Act of 1973 unless otherwise directed by NRDP.

8.3 Images must meet a minimum resolution of 640 x 480 for electronic images and 1024 x 768 for images that will be printed. Images must be saved in the JPEG format and provided to NRDP as stand-alone files. Include the following documentation with the images that are included in deliverables unless otherwise directed by NRDP: date and time image was captured, organization and photographer that captured the image, name of the project, activity and location being captured, and direction the photographer was facing for the image capture.

8.4 Where time is stated in days, it is calculated using calendar days and includes weekends and legal holidays unless otherwise specified. Contractor must deliver required Deliverables to NRDP by 5:00 PM Mountain Time unless otherwise specified.

8.5 This Task Order and any subsequent modifications may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one complete, identical agreement. Electronic signature and electronic delivery of an executed counterpart of this Task Order is effective unless otherwise specified.

## **9.0 CONFLICT OF INTEREST.**

Contractor has conducted a conflict of interest analysis and disclosed those results to NRDP. Contractor represents to and assures NRDP that Contractor has no conflict of interest related to this Task Order.

## **10.0 SUBCONTRACTED SERVICES AND PROCUREMENT OF SUPPLIES.**

NRDP must pre-approve in writing of any services to be performed by a subcontractor or any supplies to be procured by Contractor. Contractor is responsible to State for the acts and

omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. All Contractor procurement of subcontractors and supplies must comply with applicable Montana procurement laws and regulations. Prior to obtaining any subcontracted services or supplies in the amount of \$10,000 or more, Contractor must obtain NRDP's written approval of the procurement method, subcontractor, subcontract, the subcontract price, the subcontractor agreement, and, as applicable, labor rates, overhead rates and any subcontractor fee. Contractor must use an NRDP-provided template or form for the procurement. Contractor must submit documentation of the NRDP-approved procurement with the invoice that includes subcontractor costs or supplies. NRDP may require documentation of publication of the procurement and submittal of forms, as applicable.

Contractor will subcontract for the construction of the infrastructure improvements, including: the restroom, boat ramp, picnic shelter, parking lot, gravel trail, bike racks, benches and signage.

**11.0 EXECUTION.**

The parties through their authorized agents have executed this Task Order on the dates set out below.

**STATE OF MONTANA  
NATURAL RESOURCE DAMAGE PROGRAM**

---

By: Douglas H. Martin  
Program Administrator

Date

Approved as to technical content:

---

Brian Bartkowiak  
Environmental Program Manager

Date

Approved as to legal content:

---

NRDP Legal Counsel, Aspen Ward

Date

**CITY OF BILLINGS, MONTANA**

  
Mike Pigg  
Parks and Recreation Director

  
Date

**ATTACHMENT A  
BUDGET**

90% Construction Estimate

**COULSON PARK SOUTH IMPROVEMENTS  
Billings, Montana**

12/13/22

<b>DEMOLITION</b>							
QTY	UNIT	ITEM DESCRIPTION	SIZE	TYPE	DATE	UNIT COST	TOTAL COST
6,280	SF	Site cleaning	2" deep			\$0.50	\$3,140.00
1	LS	Miscellaneous site demolition				\$1,500.00	\$1,500.00
39	CY	Disposal				\$25.00	\$975.00
		<b>SUBTOTAL</b>					<b>\$5,615.00</b>
<b>SITE WORK</b>							
QTY	UNIT	ITEM DESCRIPTION	SIZE	TYPE	DATE	UNIT COST	TOTAL COST
372	CY	Strip and stockpile topsoil				\$10.00	\$3,720.00
431	CY	Site grading		Cut-total from site		\$10.00	\$4,310.00
372	CY	Place topsoil from stockpile				\$10.00	\$3,720.00
378	CY	Import Clean Fill Dirt				\$30.00	\$11,340.00
13,210	SF	Finish grade topsoil				\$0.30	\$3,963.00
40	EA	Granite block relocation				\$150.00	\$6,000.00
6	EA	Boulder relocation				\$150.00	\$900.00
14,818	SF	Hydroseeding		Hydroseeding at berm area		\$0.23	\$3,408.14
2	EA	Adjustment at existing fence				\$5.00	\$10.00
		<b>SUBTOTAL</b>					<b>\$37,371.14</b>
<b>PARKING</b>							
QTY	UNIT	ITEM DESCRIPTION	SIZE	TYPE	DATE	UNIT COST	TOTAL COST
31	CY	Excavation and disposal of subgrade	10" deep			\$18.00	\$558.00
1,000	SF	Concrete parking		6" over 6" of aggregate		\$12.00	\$12,000.00
3	EA	ADA parking sign				\$650.00	\$1,950.00
3	EA	Parking striping				\$750.00	\$2,250.00
3	EA	Concrete parking block	6'			\$35.00	\$105.00
		<b>SUBTOTAL</b>					<b>\$16,863.00</b>
<b>BERM</b>							
QTY	UNIT	ITEM DESCRIPTION	SIZE	TYPE	DATE	UNIT COST	TOTAL COST
263	CY	Berm installation	3-4' tall			\$10.00	\$2,630.00
2,990	SF	Finish Grading				\$10.00	\$29,900.00
		<b>SUBTOTAL</b>					<b>\$32,530.00</b>
<b>CONCRETE SIDEWALK</b>							
QTY	UNIT	ITEM DESCRIPTION	SIZE	TYPE	DATE	UNIT COST	TOTAL COST
78	CY	Excavation to embankment	6" deep			\$5.00	\$390.00

Prepared by: STEINER THUESEN PLLC