

RESOLUTION NO. R18-71

**A RESOLUTION APPROVING A TASK ORDER AUTHORIZING
KADRMAS, LEE & JACKSON, INC. FOR THE DEVELOPMENT OF THE CITY'S
PAVEMENT MANAGEMENT PLAN.**

WHEREAS, the City of Laurel previously executed an Agreement for Professional Services with Kadrmass, Lee & Jackson, Inc. ("KLJ") on December 5, 2017, via Resolution No. R17-69; and

WHEREAS, the City of Laurel requires engineering services for the development of the City's Pavement Management Plan as described in the attached Task Order with is incorporated herein by reference; and

WHEREAS, the services to be provided and cost for such services are fully described in the attached Task Order and City Staff is recommending approval of the attached Task Order.

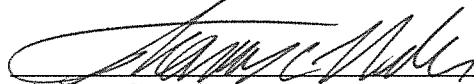
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, the attached Task Order authorizing the services to be performed by KLJ for the City of Laurel is hereby approved and the Mayor is hereby authorized to execute the attached Task Order on the City's behalf.

Introduced at a regular meeting of the City Council on October 2, 2018, by Council Member Wilke.

PASSED and APPROVED by the City Council of the City of Laurel this 2nd day of October 2018.

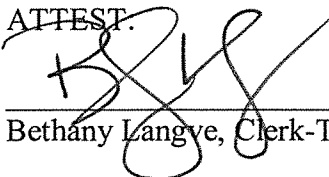
APPROVED by the Mayor this 2nd day of October 2018.

CITY OF LAUREL



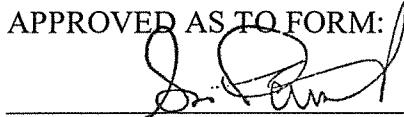
Thomas C. Nelson, Mayor

ATTEST.



Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:



Sam Painter, Civil City Attorney

Task Order: City of Laurel Pavement Management Plan

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 5, 2017 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: October 2, 2018
- B. Owner: City of Laurel
- C. Engineer: Kadrmas, Lee & Jackson, Inc. (dba "KLJ")
- D. **Specific Project (title):** **City of Laurel Pavement Management Plan**
- E. **Specific Project (description):** Develop a Pavement Management Plan that includes MDT owned urban paved streets, major collectors and arterial streets within the City of Laurel. A FHWA technique called Pavement Surface Evaluation and Rating (PASER) will be used to visually evaluate paved streets in a time efficient and consistent manner.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
Set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- B. Resident Project Representative (RPR) Services – Not Used
- C. Designing to a Construction Cost Limit – Not Used
- D. Other Services – Not Used
- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:
Set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

5. Task Order Schedule

A preliminary milestone schedule is provided below, in addition to any schedule provisions provided in Exhibit A.

- A. Complete field inventory work: November 1, 2018
- B. Complete PASER analysis and draft Pavement Management Plan (Report): January 15, 2019
- C. Finalize Report for City adoption: February 1, 2019

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.	Basic Services (Part 1 of Exhibit A)	\$46,360.00	Hourly Rates
2.	Additional Services (Part 2 of Exhibit A)	(N/A)	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: None

8. Other Modifications to Agreement and Exhibits: None

9. Attachments:

- A. Exhibit A – Engineer’s Services for Task Order (4 pages)

10. Other Documents Incorporated by Reference:

December 5, 2017 Agreement between Owner and Engineer for Professional Services, Task Order Edition

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.

The Effective Date of this Task Order is October 2, 2018

OWNER: City of Laurel

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: 

By: 

Print Name: THOMAS C. NETEN

Print Name: Mark Anderson

Title: Mayor

Title: Vice President

Engineer License or Firm's

Certificate No. (if required): PEL-EF-LIC-37

State of: Montana

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Kurt Markegard

Name: Bryan Vanderloos

Title: Director of Public Works

Title: Project Manager

Address: PO Box 10
Laurel, MT 59044

Address: PO Box 80303
Billings, MT 59108-0303

E-Mail Address: kmarkegard@laurel.mt.gov

E-Mail Address: bryan.vanderloos@kljeng.com

Phone: 406-628-4796

Phone: 406-441-5790

Engineer's Services for Task Order: City of Laurel Pavement Management Plan

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
2. KLJ will develop a Pavement Management Plan that includes all MDT owned urban paved streets and the major collector and arterial streets within the City of Laurel. A FHWA technique called Pavement Surface Evaluation and Rating (PASER) will be used to visually evaluate paved streets in a time efficient and consistent manner. A rating of 1 to 10 will be applied to each section of roadway studied based upon distresses such as, cracking, rutting, potholes, and others.

This information will determine existing conditions, and then KLJ will utilize the PASER rating to recommend pavement management techniques across the paved system. These recommendations will be broken down by type of project, including crack seals, chip seals, thin overlays and structural overlays. The projects will then be prioritized as short term (within 5 years) and long term (beyond 5 years).

Local/residential streets known to already be in disrepair will not be evaluated and will be assigned a poor PASER rating with no field assessment. KLJ will verify these streets with the City prior to commencing.

3. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
4. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
5. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
7. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

8. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
 9. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, mapping containing the PASER rating for each analyzed route, mapping dictating the proposed improvement for each analyzed route, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 10. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 - ~~11. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."~~
 12. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 - ~~13. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
 - ~~14. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
 15. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 16. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

- A1.02 *Preliminary Design Phase – Not Included*
- A1.03 *Final Design Phase – Not Included*
- A1.04 *Bidding or Negotiating Phase – Not Included*
- A1.05 *Construction Phase – Not Included*
- A1.06 *Post-Construction Phase – Not Included*
- A1.07 *Commissioning Phase – Not Included*
- A1.08 *Other Services – Not Included*

PART 2—ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
 - 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
 - 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 - 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
 - 4. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
 - 5. Furnishing services of Consultants for other than Basic Services.

6. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
 7. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
 8. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
 9. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. None anticipated