

RESOLUTION NO. R18-78

**A RESOLUTION APPROVING A TASK ORDER AUTHORIZING
KADRMAS, LEE & JACKSON, INC. FOR WORK RELATING TO INFRASTRUCTURE
IMPROVEMENTS LOCATED WITH THE CITY'S URBAN RENEWAL AREA.**

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

WHEREAS, the City of Laurel requires engineering services for infrastructure improvements located within the City of Laurel's Urban Renewal Area/District 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.

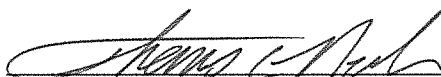
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, the attached Task Order authorizing the services to be performed by KLJ for the City of Laurel is hereby approved and the Mayor/CAO are hereby authorized to execute the attached Task Order on the City's behalf.

Introduced at a regular meeting of the City Council on November 6, 2018, by Council Member Mountsier.

PASSED and APPROVED by the City Council of the City of Laurel this 6th day of November 2018.


APPROVED by the Mayor this 6th day of November 2018.

CITY OF LAUREL




Thomas C. Nelson, Mayor

ATTEST:



Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:



Sam Painter, Civil City Attorney

This is a Task Order for KLJ Project No. 1804-1309, consisting of 4 pages, plus attachments.

Task Order: LURA Infrastructure Improvements

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: November 6, 2018
- B. Owner: City of Laurel
- C. Engineer: Kadrmas, Lee & Jackson, Inc. (dba "KLJ")
- D. Specific Project (title): **LURA Infrastructure Improvements**
- E. Specific Project (description): Reconstruction and rehabilitation of streets, utilities and various other infrastructure improvements including Washington Ave., Idaho Ave. and Ohio Ave. generally bound between E. Main Street and E. 1st Street, as well as E. 1st Street generally bound between Washington Ave. and Alder Ave.

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 – Owner and Engineer anticipate a Task Order amendment to incorporate RPR services following completion of Final Design Phase services.
- 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, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:
 - Pay the cost of any review fees imposed by agencies having jurisdiction over the project.
 - Coordinate with property owners and other stakeholders to evaluate access and traffic control considerations.
 - Perform all duties (including legal and bond counsel) related to creating a special improvement district not identified in Engineer’s Basic Services below.
 - Provide sanitary sewer, storm drain and water main atlas drawings and maintenance records for the project area.
 - Determine sizes of water mains, sanitary sewers and storm drains to be designed by Engineer.
 - Provide available sanitary sewer or storm drain CCTV recordings for the project area.
 - Assist Engineer in opening manholes and catch basins as needed.
 - Clean out manholes and catch basins as needed to facilitate Engineer’s assessment.

5. Task Order Schedule

- A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:
 - Owner desires to have construction begin in 2019. As such, Engineer’s services will commence upon contract authorization with the intent to complete the Bidding Phase in the spring of 2019. The final schedule is dependent on funding availability and results of Preliminary Design Phase findings.

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: Study/Report, SID Creation (A1.01-A1.02)	\$77,000.00	Lump Sum
2. Basic Services: Design & Construction Phases (A1.03-A1.07)*	\$ (tbd)	(tbd)
TOTAL COMPENSATION	\$77,000.00	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	Direct Labor

*Based on a [TBD]-month continuous construction period.

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: [geotechnical consultant TBD]

8. Other Modifications to Agreement and Exhibits: None

9. Attachments:

Exhibit A – Engineer's Services for Task Order

10. Other Documents Incorporated by Reference:

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

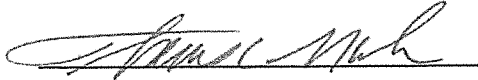
11. Terms and Conditions

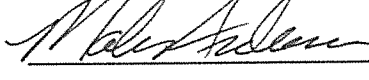
Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is November 6, 2018.

OWNER: City of Laurel

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: 

By: 

Print Name: THOMAS C NELSON

Print Name: MARK ANDERSON

Title: MAYOR

Title: Vice President, EPW

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: Carl Jackson

Title: Director of Public Works

Title: Project Manager

Address: PO Box 10
Laurel, MT 59044

Address: PO Box 80303
Billings, MT 59108

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

E-Mail
Address: carl.jackson@kljeng.com

Phone: 406-628-4796

Phone: 406-245-5499

Engineer's Services for Task Order: LURA Infrastructure Improvements

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

- A. Project Management—tasks below apply to the all phases.
1. Organize and facilitate kick-off meetings (one each) with Owner and Engineer's project teams to confirm roles, responsibilities and expectations for completing the project.
 2. Provide project management services consisting of creating a work breakdown structure and detailed project schedule, creating and implementing a project management plan, facilitating weekly progress meetings and team coordination, reviewing time and expenses and generating monthly invoices, providing monthly status updates to Owner, and provide oversight of the day-to-day Project activities.
 3. Attend up to three (3) unscheduled meetings as needed to coordinate with Owner or other stakeholders.
 4. Public Informational Meetings – It is expected that two (2) public informational meeting will be held prior to construction. Engineer will prepare necessary exhibits and attend to represent the project.
- B. As Basic Services, Engineer shall:
1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design 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. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
 - a. Visit the Site to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
 - b. Provide a geotechnical investigation, including up to seven bore holes, suitable for the design of the rehabilitations within the project area. The investigation will include evaluation of bearing capacities, corrosion potential, ground water depth, if encountered, and laboratory testing. This investigation will be the basis of pavement design and utility construction recommendations.
 - 1) Evaluate up to four (4) pavement section alternatives based on observations and recommendations provided by the geotechnical engineer. Alternative sections to include

geotextiles, aggregate material thicknesses and potential subsurface drainage considerations. Evaluate cost-effectiveness of each alternative. Design of subsurface drainage features to increase pavement design life, due to high groundwater, is not included but would be performed as Additional Services if deemed the preferred alternative from this evaluation.

- c. Research and document existing public and privately-owned utilities, and evaluate if existing or potential conflicts necessitate utility relocation. Prepare for and facilitate one (1) preliminary utility coordination meeting in Miles City with Owner and other utility owners. Provide a written recommendation. Completing a Subsurface Utility Engineering (SUE) survey is not included in this scope of work.
 - d. Drainage Analysis – Evaluate opportunities and constraints related to utilizing existing storm water conveyances, including curbs, gutters, pipes and storm drains. Provide a preliminary delineation of drainage patterns within the right-of-way (existing and proposed), assess any known deficiencies, and advise Owner accordingly. A detailed hydrologic or hydraulic analysis, and other alternative storm water management or treatment facilities, is not included, and would be provided as Additional Services following this analysis and upon Owner request.
 - e. Water Main and Sanitary Sewer – review the existing information provided by Owner (see Part 4 above) to recommend extents of water main and sanitary sewer replacement requirements. It is assumed that Owner will determine required sizes for water main and sanitary sewer replacements, and that system modeling by Engineer is not required.
 - f. Engineer’s services include providing two (2) conceptual alternatives of the final street cross section, to assist Owner with determining the final project scope.
 - g. Develop Engineer’s Opinion of Probable Costs for each block of the project area to assist Owner with developing a multi-phase project implementation plan.
3. Provide necessary field surveys and topographic and utility mapping for Engineer’s design purposes. Existing utility mapping will include Engineer contacting utility owners and obtaining available information.
- a. Provide right-of-way and parcel ownership research and mapping. Research property boundaries based on plats and certificates of survey obtained from public records. The right-of-way survey is projected to include ties only to readily identifiable property corners in order to allow survey maps on each side to be computed and attached to the base drawing. This procedure is anticipated to be sufficiently accurate to reasonably determine the existing right-of-way and decide if right-of-way acquisition should be evaluated in greater detail. If acquisition is necessary, subject properties likely will require individual surveys and lot lines verified, the work associated with which is not included in this scope of work and will be addressed as Additional Services.
 - b. Topographic and Design Surveys – Complete and furnish preliminary ground survey of project limits to include site contours, existing surface features, and above- and below-ground utilities. Topographic survey will generally be bounded within right-of-way limits, and occasionally

beyond as needed to verify grades, adjacent features, and structures. The topographic survey will be accomplished by conventional survey methods. Primary control points will be established as Montana NAD83 (2002) OPUS corrected State Plane Coordinates. Prior to beginning topographic data collection, a level network will be run through all control points and tied to the vertical datum. As topographic data is collected an ongoing QC-QA process will verify all data and make sure pertinent features are included on the map.

- c. Base Drawing Preparation – Create a base drawing depicting calculated parcel boundaries, topographic survey data, and record drawings provided by Owner and other utility owners.
 - d. Engineer’s fee assumes that the above work will occur during a period when snow is not present at the Site.
4. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information described in Exhibit B, 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.
 5. After consultation with Owner, recommend to Owner the solution(s) which in Engineer’s judgment meet Owner’s requirements for the Specific Project.
 6. 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.
 7. Prepare a report (the “Report”) which will, as appropriate, contain schematic layouts, 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. For the purposes of this Task Order, the report(s) consist of a geotechnical investigation report and memorandum(s) summarizing the results of Engineer’s services identified above.
 8. Furnish three (3) review copies of the Study and Report Phase deliverables to Owner and review with Owner.
 9. Revise the Report and any other Study and Report Phase deliverables in response to Owner’s comments, as appropriate, and furnish two (2) copies of the revised Study and Report Phase deliverables to the Owner. Engineer’s fee is based on completing revisions one time; multiple iterations will be provided as Additional Services.
- C. 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 *Special Improvement District Creation Phase*

A. As Basic Services, Engineer shall:

1. Provide assistance to Owner for creating a special improvement district (SID). Owner's intent is to create a SID that will pay for portions of project costs related to sidewalks and private driveway approaches. Prior to Engineer commencing with below tasks, Owner will confirm the construction items to be included in SID costs.
 - a. Provide an opinion of total probable construction cost summary for items selected by Owner to be included in the SID. Owner will determine cost of bond issuance and other SID-related costs not related to Engineer's fees and opinion of probable construction cost.
 - b. Complete property ownership research and mapping, which includes obtaining information available from public records and creating an ownership exhibit showing the SID boundary determined by Owner, and individual parcel boundaries with address, subdivision, lot and block information.
 - c. Compile and provide Owner a property ownership data list including parcel owner names, TaxID number, address and legal description. Assuming an iterative process will be necessary to determine the preferred method of assessment, complete up to three (3) iterations of opinion of probable construction cost. Owner will be responsible for evaluating and verifying lot sizes, for determining the method of assessment (cost per lot, cost per square foot, cost per linear foot of frontage, etc.), and for calculating the final per lot assessment amount.
 - d. Submit drafts of the above deliverables for Owner's review and comment and revise one time after initial review by Owner.
 - e. Attend up to three (3) staff, City Council, public hearings or other meetings related to the SID creation process. Owner will conduct individual meetings with parcel owners.

A1.03 *Preliminary Design Phase*

- A. The scope of this phase will be developed following the Study and Report Phase and included by amendment.

A1.04 *Final Design Phase*

- A. The scope of this phase will be developed following the Study and Report Phase and included by amendment.

A1.05 *Bidding or Negotiating Phase*

- A. The scope of this phase will be developed following the Study and Report Phase and included by amendment.

A1.06 *Construction Phase*

- A. The scope of this phase will be developed following the Study and Report Phase and included by amendment.

A1.07 *Post-Construction Phase*

- A. The scope of this phase will be developed following the Study and Report Phase and included by amendment.

A1.08 *Commissioning Phase—Not Included*

A1.09 *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. This Task Order contains specific information regarding tasks, number of iterations, and deliverables to be provided by Engineer. In addition to those specifically identified herein, the following list, which is not intended to be exclusive, summarizes other exclusions.
 - a. Boundary surveys or establishing survey monuments
 - b. Traffic analyses
 - c. Public or private utility analyses, modeling or design, other than water, sanitary sewer and storm drain system evaluations identified above.
 - d. Hydrologic and Hydraulic analyses required for detailed analysis of inlet capacity, evaluating potential overflow routes or flooding, or other tasks required to determine storm drain sizes
 - e. Subsurface drainage system design
 - f. Design of drainage improvements on private property.
 - g. Structural design
 - h. Landscape or irrigation design
 - i. Right-of-way or permanent easement acquisition services
 - j. 3-D or artistic renderings
 2. 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.

3. 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.
 4. 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.
 5. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.
 6. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
 7. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 8. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 9. Preparing additional bidding-related documents (or requests for proposals or other construction
 10. 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. Upon request of Owner, attendance at meetings and completing site visits in addition to those identified above.