

**RESOLUTION NO. R19-20**

**A RESOLUTION APPROVING AN AMENDMENT TO TASK ORDER AUTHORIZING  
KADRMAS, LEE & JACKSON, INC. FOR WORK RELATING TO THE CITY'S  
EAST DOWNTOWN INFRASTRUCTURE IMPROVEMENTS PROJECT.**

WHEREAS, the City of Laurel previously executed an Agreement for Professional Services with Kadrmas, Lee & Jackson, Inc. ("KLJ") on December 5, 2017, via City Council Resolution; and

WHEREAS, the City of Laurel requires KLJ's services to enable the City to complete the East Downtown Infrastructure Improvements Project as described in the attached document entitled Amendment No. 1 to Task Order: East Downtown Infrastructure Improvements which is incorporated herein by reference; and

WHEREAS, the services to be provided and cost for such services are fully described in the attached document and City Staff is recommending approval of the attached Amendment No. 1 to Task Order: East Downtown Infrastructure Improvements.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, the attached Amendment No. 1 to Task Order: East Downtown Infrastructure Improvements is hereby approved and the Mayor is hereby authorized to execute the same on the City's behalf.

Introduced at a regular meeting of the City Council on June 4, 2019, by Council Member Mountsier.

PASSED and APPROVED by the City Council of the City of Laurel this 4<sup>th</sup> day of June 2019.

APPROVED by the Mayor this 4<sup>th</sup> day of June 2019.

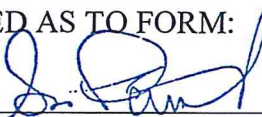
CITY OF LAUREL

  
\_\_\_\_\_  
Thomas C. Nelson, Mayor

ATTEST:

  
\_\_\_\_\_  
Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sam Painter, Civil City Attorney



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Billings, MT 59102-7329  
406 245 5499  
KLJENG.COM

May 22, 2019

Kurt Markegard  
Public Works Director  
City of Laurel  
Via email: kmarkegard@laurel.mt.gov

Re: East Downtown Infrastructure Improvements

Dear Kurt:

Enclosed is the Amendment to Task Order for review and approval. This Amendment covers KLJ's services for design of the entire project, plus bidding, construction administration, on-site resident project representative, construction staking, geotechnical QA testing and project close-out for Phase 1 construction. It supplements the original Task Order for preliminary engineering and SID creation.

As a reminder, the master services agreement (Agreement) that was executed on December 5, 2017 applies to all task orders, unless indicated otherwise in each specific task order. In this case, we reference Exhibit D in the Amendment because the language in the Agreement is applicable to our scope of services. Please let me know if you'd like additional copies of the Agreement for reference.

Once again, thank you very much for this opportunity.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Carl Jackson'.

Carl Jackson, PE  
Project Manager

Enclosure(s): as noted  
cc: file

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## **Amendment No. 1 To Task Order: East Downtown Infrastructure Improvements**

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### **1. Background Data:**

- A. Effective Date of Task Order: November 6, 2018
- B. Owner: City of Laurel, Montana
- C. Engineer: Kadrmas, Lee & Jackson, Inc. (dba "KLJ")
- D. **Specific Project:** **East Downtown Infrastructure Improvements**

### **2. Description of Modifications**

- A. The Scope of Services to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:

The Scope of Services of the Engineer is modified to define the following Parts described in Exhibit A, which is attached and made part of this Amendment No. 1:

- 1. Part A1.03 Preliminary Design Phase
- 2. Part A1.04 Final Design Phase
- 3. Part A1.05 Bidding or Negotiating Phase
- 4. Part A1.06 Construction Phase
- 5. Part A1.07 Post-Construction Phase

Design of the entire project is included in Amendment No. 1. However, Bidding/Negotiating, Construction and Post-Construction Phases will be divided into two phases. Phase 1 construction will be limited to water system and streets along Washington, Idaho and Ohio Avenues, bound by Main Street and E. First Street; sanitary sewer system in the alleys between Wyoming and Washington Avenues and between Idaho and Ohio Avenues; as well as, storm drain system along Idaho Avenue bound by E. First Street and Main Street. Phase 2 construction will include remaining streets, utilities and various other infrastructure improvements as described in the original Task Order and as further defined as depicted in Attachment 1 to Amendment No. 1. Project Bidding/Negotiating, Construction and Post-Construction Phase Services for the Phase 2 Project will require an additional Amendment to the Task Order.

Design and construction of improvements to Main Street at Washington Ave. and Idaho Ave. intersections are not anticipated except for accessibility ramps and potential modification to existing storm drain inlets on the north side. Improvements to Main Street frontage between Ohio Ave. and Alder Ave. will be limited to moving the north-side sidewalk away from the existing service station; construction timing thereof will be dependent on MDT concurrence with proposed improvements.

The following breakdown is the basis for Engineer’s compensation to complete Phase 1 construction services describe above. Additional Services required by Engineer in excess of the below parameters will be provided in accordance with Part 2 of the original Task Order.

1. 75 calendar day construction contract for RPR and office administration
2. 16 survey crew mobilizations
3. 40 trips to Site for quality assurance testing

B. The responsibilities of Owner with respect to the Task Order are modified as follows:

1. Based on information provided by Engineer, make final determination of street cross section layout components including total width, parking type and sidewalk widths.
2. Promptly review design submittals from Engineer.
3. Provide payment for MDT and DEQ application review fees.

C. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Description of Service	Amount	Basis of Compensation
1A. Basic Services: Phase 1 and 2 Final Design Services (A1.04)	\$310,700.00	Lump Sum
1B. Basic Services (Phase 1): Bidding/Negotiating, Construction, and Post-Construction Services (A1.05 – A1.07)	\$179,500.00	Direct Labor
2. Basic Services (Phase 2): Bidding/Negotiating, Construction, and Post-Construction Services	\$ (tbd)	Direct Labor
<b>TOTAL COMPENSATION – AMENDMENT NO. 1</b>	<b>\$490,220.00</b>	
3. Additional Services (Part 2 of Exhibit A)	(N/A)	Direct Labor

D. The schedule for rendering services under this Task Order is modified as follows:

Engineer’s services and compensation included in this Amendment are based on the premise that Phase 1 design and construction will be completed in 2019 without a winter shutdown.

E. Other portions of the Task Order (including previous amendments, if any) are modified as follows:

1. Change the project title from “LURA Infrastructure Improvements” to “East Downtown Infrastructure Improvements”
2. Exhibit A to Amendment No. 1 (12 Pages)
3. Project area is further defined as depicted in the attached “Attachment 1 to Amendment No. 1.”

**3. Task Order Summary (Reference only)**

A. Original Task Order amount:	\$ 77,000.00
B. Net change for prior amendments:	\$ 0
C. This Amendment amount:	\$ 490,220.00
D. Adjusted Task Order amount:	\$ 567,220.00


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The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is June 4, 2019.

**OWNER: City of Laurel, Montana**

**ENGINEER: Kadrmas, Lee & Jackson, Inc.**

By: 

By: 

Printed Name: THOMAS C NELSON

Printed Name: mark ANDERSON

Title: MAYOR

Title: Vice President, EPW

Date Signed: 6/4/2019

Date Signed: 6/6/19

**Engineer's Services for Task Order Amendment No. 1: LURA Infrastructure Improvements**

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**PART 1—BASIC SERVICES**

*A1.01 Study and Report Phase Services*

As defined in the original Task Order: LURA Infrastructure Improvements

*A1.02 Special Improvements District Creation Phase*

As defined in the original Task Order: LURA Infrastructure Improvements

*A1.03 Preliminary Design Phase*

Preliminary Design Phase is excluded, as the scope of the Study and Report Phase Services defined in the original Task Order will provide the prerequisite design information and project constraints needed to proceed with the Final Design Phase.

*A1.04 Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare construction Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Private Utilities: Coordinate with private utilities to identify potential utility conflicts with proposed improvements and to relay relocation requirements to utility owners as applicable. Scope includes facilitating one utility coordination meeting, and submitting design drawings with notifications to each utility at 50% and 100% design completion.
3. Street Reconstruction: Design new street with section as determined in Study and Report Phase Services of original Task Order, upon final review and acceptance of each block street section by Owner. Design new asphalt pavement section based on recommendations from geotechnical evaluation. This task includes establishing the typical section and then designing final roadway alignments, grades, and cross-sectional features including pavement, curb/gutter, valley gutters, sidewalks, accessibility ramps and drive approaches.
4. Water Distribution: Design water main replacement including water services from the new water main to the existing curb stop. Evaluate requirements for temporary water supply and incorporate into Contract Documents. Services include submitting necessary DEQ permit applications on behalf of Owner.
5. Sanitary Sewer System: Design sanitary sewer system replacement, including sanitary sewer services from the new main to the existing right-of-way. Services include submitting necessary DEQ permit applications on behalf of Owner.

6. Storm Drain System: Conduct a hydrologic and hydraulic analysis to determine adequate stormwater management improvement requirements. Design stormwater management system, consisting of storm drain piping and inlets, to adequately collect and convey surface runoff from the defined project area. Design or analysis of alternative stormwater storage or treatment solutions is not included, nor is design or analysis of alternative stormwater outfall(s) extending outside of the defined project area. If requested or determined to be necessary, these types of design and/or analysis would be provided as Additional Services.
7. Construction Traffic Control: Evaluate parameters and haul routes with Owner and MDT that are required for Contractor's construction traffic control plan. Require Contractor to provide construction traffic control plans to accommodate local traffic and property access. Engineer to provide review and approval of Contractor's traffic control plans with Owner's concurrence.
8. Traffic Control: Determine signing and pavement markings for permanent traffic control. This task does not include traffic operations analysis or traffic signal design, nor does it include a parking study.
9. Detail Drawings: Provide detail drawings of water, sanitary sewer, storm, street improvements and other supplemental design information as required for construction .
10. The project will be confined to existing right-of-way limits. However, existing fences, landscaping, retaining walls and similar features may be disturbed by construction. Since the extent of potential impacts is undetermined, the scope of work does not include design of repairing or replacing adjacent private property features. If required, Engineer would provide related work as Additional Services upon Owner's authorization.
11. Construction Documents: Prepare construction drawings and construction contract documents (project manual) for all improvements identified herein. Submit said documents to Owner for review at 90-percent completion. Revise documents one time based on Owner's review comments.
12. Engineer's Opinion of Probable Cost (EOC): Provide Owner with updated EOCs at 90% and 100% design completions.
13. Meetings and Status Reports: Facilitate ongoing discussions with Owner to provide a project status update and answer any questions that may arise. Provide weekly email status reports. Attend up to three (3) unscheduled site visits or meetings to discuss design and Owner's review comments.
14. Permits: Prepare submittal package to MT DEQ to seek design approval and permits for reconstruction of water and sanitary sewer system extensions. Prepare and submit an encroachment permit application and required environmental checklist to MDT.
15. Furnish for review by Owner, its legal counsel, and other advisors, three (3) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner.

16. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

#### A1.05 *Bidding or Negotiating Phase*

##### A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids for the Work and maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
3. Consult with Owner as to the qualifications of prospective contractors.
4. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
5. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
6. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

#### A1.06 *Construction Phase*

##### A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General



Conditions of the Construction Contract (the Edition of which is to coincide with the current Montana Public Works Standard Specifications in effect at the time of a specific Task Order), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D of the Master Services Agreement, which is hereby incorporated by reference. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. Specific to this Amendment No. 1, it is anticipated that 550 hours of on-site RPR time will be sufficient to provide necessary construction observation through substantial completion, based on a recommended construction contract not to exceed 75 calendar days. RPR hours beyond this estimate are Additional Services and would require written authorization prior to proceeding. Construction observation time resulting from Contractor working outside of normal work hours, as will be defined in the contract documents will be paid by Owner to Engineer and then deducted from the Contractor's payment.
4. *Neighborhood Meeting*: Engineer will attend and assist in one (1) neighborhood meeting. The meeting will primarily be informative to the public prior to beginning construction. Engineer will provide exhibits and/or preliminary drawings to assist with the discussion as needed. Preparation of 3-D renderings or similar artistic graphical displays is not included. Owner will send notifications for meeting invitations.
5. *Selection of Independent Testing Laboratory*: Through Engineer's Subconsultant, provide Quality Assurance testing services as specified in Section 01400 of the Project Manual, at frequencies deemed necessary by the Engineer.
6. *Pre-Construction Conference*: Facilitate a pre-construction conference prior to commencement of Work at the Site.
7. *Electronic Transmittal Protocols*: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
8. *Original Documents*: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction

Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

9. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
  
10. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed. Provide construction surveys and staking to enable Contractor to perform its work. The total number of Engineer's survey crew project site mobilizations included in the tasks above is six (6). Contractor will be responsible for all construction surveys not listed below; staking requests in addition to the specific items listed below or in excess of the budgeted number of mobilizations will be provided as Additional Services. Re-staking of previously completed work due to no fault of Engineer will be provided as Additional Services. Staking shall be provided for:
  - a. Establish horizontal and vertical control – verify and reestablish horizontal and vertical coordinates of control required for construction staking. Set new control at a frequency suitable for construction during surveyor's initial mobilization for the below.
  - b. Water main, services, valves and hydrants – stake water main, valves, hydrants and appurtenances.
  - c. Sanitary sewer main, services and manholes – stake manholes, services and appurtenances
  - d. Storm drain manholes, inlets and storm drain pipes at 50-foot intervals for pipes longer than 200-feet
  - e. Street centerline – stake subgrade at 50-foot intervals
  - f. Curb and gutter – stake backs of curb at 25-foot intervals
  - g. Signs – stake sign locations
  - h. Center of accessibility ramps
  - i. Curb intersection radius points
  
11. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. It is anticipated that one (1) Site visit per week, by the Engineer, will be sufficient for the Engineer to adequately observe and gauge the progress and performance of the Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional

judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
12. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
  13. *Compatibility with Design Concept*: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
  14. *Clarifications and Interpretations*: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
  15. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
  16. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required. Services related to additional design or construction review associated with Change Orders and Work Change Directives are not included and would be provided as Additional Services.

17. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
18. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
19. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
20. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
21. *Inspections and Tests*:
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
22. *Change Proposals and Claims*: (a) Review and respond to Contractor's proposed changes to Work. Review each duly submitted change proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the change proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the change proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the change proposal.

(b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

23. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

24. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

25. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the

Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

26. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

27. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. In such cases, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

#### A1.07 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
3. Prepare and submit to Owner and DEQ, each, one set of record drawings, showing all construction modifications to the original design.

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

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. *Advanced Written Authorization Required:* This portion of Amendment No. 1 is a supplement to Part 2 of the original 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 Amendment No. 1 to be included as 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 original Task Order.
1. Design of improvements other than those specifically identified in this Amendment No. 1 to the original Task Order.
  2. Design of those improvements identified in Amendment No. 1 to the original Task Order to extend outside of the project area defined in the original Task Order or extending beyond the existing rights-of-way.
  3. Preparation of bidding and/or construction documents for the Phase 2 project area, which is defined in this Amendment No. 1 to the original Task Order.
  4. Design of wastewater pumping systems.
  5. Design of stormwater pumping systems or treatment systems.
  6. Design of improvements to be constructed via trenchless methods.
  7. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
  8. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
  9. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
  10. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

11. 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.
  12. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.06.A.9, and any type of property surveys or related engineering services needed for temporary or permanent easements, the transfer of interests in real property, and providing other special field surveys.
  13. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
  14. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* This portion of Amendment No. 1 is a supplement to Part 2 of the original Task Order. 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. Services in connection with Work Change Directives and Change Orders to reflect additional design or construction review requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
  5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
  6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.



7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

**Attachment 1 to Amendment No. 1**  
**East Downtown Infrastructure Improvements**  
 City of Laurel, MT 05/22/2019

**LEGEND:**

- PROPOSED STORM SEWER
- PROPOSED WATER
- PROPOSED SAN. SEWER

Phase 2:  
 Preliminary & Final  
 Design Services  
 Only

Phase 1:  
 Preliminary & Final  
 Design, Bidding,  
 Construction &  
 Post-Construction  
 Services

