

**RESOLUTION NO. R21-74**

**A RESOLUTION OF THE CITY COUNCIL APPROVING A TASK ORDER BETWEEN THE CITY OF LAUREL AND KLJ ENGINEERING INC. TO AUTHORIZE SERVICE FOR THE 2022 PAVEMENT MAINTENANCE PROJECT.**

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Task Order between the Parties is attached hereto and incorporated herein as part of this resolution, and is accepted and hereby approved by the City Council.

Section 2: Execution. The Mayor and City Clerk/Treasurer of the City of Laurel are hereby given authority to accept and execute the attached Task Order on behalf of the City.

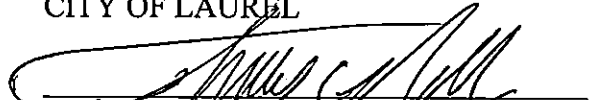
Section 3: Effective date. The effective date for the Task Order is upon adoption and approval of this resolution.

Introduced at a regular meeting of the City Council on August 24, 2021, by Council Member Sparks.

PASSED and APPROVED by the City Council of the City of Laurel this 24<sup>th</sup> day of August 2021.

APPROVED by the Mayor this 24<sup>th</sup> day of August 2021.


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. 2104-00862  
2022 Pavement Maintenance Project, consisting of  
3 pages, plus attachments.

## **Task Order: 2022 Pavement Maintenance**

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 5, 2017 ("Agreement"), as amended by Amendment No. 1 dated October 13, 2020, Owner and Engineer agree as follows:

### **1. Background Data**

- A. Effective Date of Task Order: August 10, 2021
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering, LLC
- D. Specific Project (title): 2022 Pavement Maintenance
- E. **Project Description:** As shown on the attached Sheet ST-1, this project consists of the removal and replacement of the existing waterline within S. 4<sup>th</sup> Street, removal and replacement of the crossing sewer pipes, and reconstruction of the street section on S. 4<sup>th</sup> Street from US Highway 212 to S. 8<sup>th</sup> Ave. in Laurel, Montana. S. 4<sup>th</sup> Street was identified in the 2009 Pavement Maintenance Management Plan as needing full reconstruction. The water and sewer mains within the street have also been identified as being at the end of their service life. The approximate Right of Way width in the area is 60-ft and existing street width is 34-ft as measured from the back of curb. A new section will be determined through discussions with the local stakeholders and the City of Laurel. This project will include approximately 2,600 lf of 8" water main, 400 lf of 8" sewer main, 8 fire hydrants, 5 sanitary sewer manholes, and 2,600 lf of street reconstruction.

### **2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are:  
Set forth in 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 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 Laurel Public Schools 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 Exhibit A-Engineer's Services.

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 occur between May 1, 2022 and September 30, 2022. Engineer will plan the project to accommodate these dates, barring delays from SID creation, weather or other unexpected circumstances.
  - Owner will provide review comments, in writing, to Engineer for any draft deliverables submitted by Engineer. Owner will provide comments within 10-days of receipt from Engineer. Owner acknowledges delays in review/response may extend the final schedule.
  - Engineer shall provide periodic updates to Owner on the anticipated completion schedule, throughout the duration of the project.

6. **Payments to Engineer**

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Streets Maintenance	Traffic Study	\$ 24,000.00	Lump Sum
	Survey	\$ 17,000.00	Hourly
	Preliminary Engineering	\$ 87,000.00	Lump Sum
	Final Engineering	\$ 87,000.00	Lump Sum
	Bidding	\$ 4,500.00	Lump Sum
	Construction Engineering	\$ 95,000.00	Hourly
	Construction Staking	\$ 27,000.00	Hourly
	Project Closeout	\$ 8,000.00	Lump Sum
	<b>Total Street Engineering</b>	<b>\$ 349,500.00</b>	
Water	Survey	\$ 13,800	Hourly
	Preliminary Engineering	\$ 45,000	Lump Sum
	Final Engineering	\$ 47,000	Lump Sum
	Bidding	\$ 4,500	Lump Sum
	Construction Engineering	\$ 77,000	Hourly
	Construction Staking	\$ 21,500	Hourly
	Project Closeout	\$ 10,000	Lump Sum
	<b>Total Water Engineering</b>	<b>\$ 218,800</b>	
Sewer	Survey	\$ 2,000	Hourly
	Preliminary Engineering	\$ 5,000	Lump Sum
	Final Engineering	\$ 5,000	Lump Sum
	Bidding	\$ 500	Lump Sum
	Construction Engineering	\$ 10,000	Hourly
	Construction Staking	\$ 3,000	Hourly
	Project Closeout	\$ 2,000	Lump Sum
	<b>Total Sewer Engineering</b>	<b>\$ 27,500</b>	
<b>Total Engineering</b>		<b>\$ 595,800.00</b>	

\*Based on a 5 -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: None**

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  
October 13, 2020 Amendment to Engineer-Owner Agreement, Amendment No. 1.


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 July 27, 2021.

OWNER: City of Laurel

ENGINEER: KLJ Engineering, Inc

By: 

By: \_\_\_\_\_

Print Name: Thomas C. Nelson

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: Matt Smith

Title: Director of Public Works

Title: Project Manager

PO Box 10

PO Box 80303

Address: Laurel, MT 59044

Address: Billings, MT 59108

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

E-Mail  
Address: matt.smith@kljeng.com

Phone: 406-628-4796

Phone: 406-245-5499

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**Engineer's Services for Task Order: 2022 Pavement Maintenance**

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**PART 1—BASIC SERVICES**

**A1.01 *Project Management***

**A. Tasks below apply to the entire Project.**

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 bi-weekly 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 Meeting – It is expected that two (2) public informational meetings will be held. The first will be a public input meeting that will occur prior to preliminary design and the second will be an informative meeting just prior to construction. Engineer will prepare necessary exhibits and attend to represent the project.

**A1.02 *Topography and Boundary Survey:***

- 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.

**Deliverable:** Topographic Base Map

**Owner provides:** known utility locations.

A1.03 *Preliminary Engineering*

- A. 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.
- B. 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.
- C. 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.
- D. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project. The extent of Engineer’s design tasks that will be reflected in Drawings and Specifications, will include the following components:
  - 1. Water and Sewer Main Design
    - a. Design the replacement of the watermain that runs along S. 4<sup>th</sup> St from Highway 212 to S. 8<sup>th</sup> Ave.
    - d. Design sewer main where it crosses S. 4<sup>th</sup> St.
    - e. Detail Drawings – Provide detail drawings of water and sewer main and other supplemental design information required for construction.
  - 2. S. 4<sup>th</sup> Street Reconstruction Design
    - a. The project will be confined to existing right-of-way limits. However, after a public hearing with residents and City of Laurel; a different road section than existing may be installed.
    - b. Have a Geotechnical analysis completed on S. 4<sup>th</sup> Street to provide recommendations for an adequate asphalt cross section to include subgrade preparation, base thickness, and asphalt thickness.
    - c. Design roadway grading and storm collection structures that correspond with current South Side Stormwater study findings.

3. The following tasks are also included in Engineer's scope of services as part of the Preliminary Design Phase.
    - a. Coordinate with affected private utility owners (power, gas, phone, etc.), and evaluate if existing or potential conflicts necessitate utility relocation. If required, facilitate one (1) preliminary utility coordination meeting with Owner and other utility owners. Provide a written summation of utility owners comments. Completing a Subsurface Utility Engineering (SUE) survey is not included in this scope of work.
  4. Based on the information contained in the Preliminary Design Phase documents, prepare an opinion of probable construction cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
  5. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
  6. Furnish two (2) review copies of the Preliminary Design Phase documents, opinion of probable construction cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner.
  7. Visit the Site as needed to assist in preparing the Preliminary Design Phase documents and to review with Owner. Up to two (2) combined Site visits or Owner meetings are included in the Preliminary Design Phase tasks.
- E. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables. Engineer's fee is based on completing the Preliminary Design Phase services above one time; multiple iterations will be provided as Additional Services. Engineer will not proceed with Final Design Phase without Owner's acceptance of Preliminary Design Phase documents, opinion of probable construction cost, and any other Preliminary Design Phase deliverables that may affect the scope of the Project.
- F. Preliminary Engineering Deliverables:
1. Utility Coordination Meeting Comments.
  2. Preliminary Water and Sewer Plan and Profile Drawings
  3. Preliminary Stormwater and Street Reconstruction drawings.
  4. Preliminary Detail Sheets.



5. Opinion of probable construction cost
6. Preliminary Construction Agreement Documents Based on the EJCDC C-700 Contract.

**A1.04 Final Design Phase**

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

1. On the basis of the above acceptance, direction, and authorization, and after receiving Owner's written review comments, prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Engineer's fee is based on completing the Final Design Phase services described below one time; multiple iterations will be provided as Additional Services.
  3. Visit the Site as needed to assist in preparing the final Drawings and Specifications and to review with Owner. Up to two (2) combined Site visits or Owner meetings are included in the Final Design Phase tasks.
  4. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from the Montana Department of Environmental Quality. Additional permitting is not anticipated.
  5. Advise Owner of any recommended adjustments to the opinion of probable construction cost.
  6. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
  7. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
  8. 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.
  9. 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.
- D. Final Engineering Deliverables:
  - 1. Final plans for Bidding
  - 2. Final construction Contract Documents for Bidding
  - 3. Completed MDEQ application

**A1.05 Bidding or Negotiating Phase**

- A. As Basic Services, Engineer shall:
  - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, 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. 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.
  - 5. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, evaluate bids and provide a recommendation of award (if applicable), and assist Owner in assembling final contracts for the Work for execution by Owner and Contractor and in issuing notices of award of such contracts.
  - 6. If Owner engages in negotiations with bidders or proposers, assisting Owner with respect to technical and engineering issues that arise during the negotiations will be provided subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.
- C. Deliverables:
  - 1. Bid Tab
  - 2. Conformed Contract Documents
  - 3. Addenda, If required.
  - 4. Notice of Award Recommendation Letter

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. It is anticipated that 680 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 123 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 two. 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. Street Centerline, curb and gutter, and sidewalks – stake top back curb, edge of walk, and street centerlines.
  - e. Stormwater Collection facilities – stake inlets, culverts, valley pans, and appurtenances.
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 Contractor, for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor'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 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.19. 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 ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable 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.
- C. Commissioning Phase – Not Included
- D. Other Services – Not Included
- E. The scope of this phase will be developed following Final Design and included by amendment.
- F. The scope of this phase will be developed following Final Design 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 and sewer system rehabilitation identified above.
    - d. Subsurface drainage system design
    - e. Structural design
    - f. Landscape or irrigation design
    - g. Right-of-way or permanent easement acquisition services
    - h. 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, requested by Owner, 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. 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.
8. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
9. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
10. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
11. 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.

12. 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.
  13. 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.
  14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
  15. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
  16. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
  17. 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.
  2. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  3. 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.
  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 subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.



**ENGINEER'S OPINION OF COST**  
**2022 Pavement Maintenance Project**  
**S. 4TH ST FROM WEST AVE. TO HWY 212**  
 City of Laurel, MT  
 June 14, 2021



**(PRELIMINARY)**

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
<b>Schedule 1 - Street Improvements</b>					
101	Mobilization	LS	1	\$165,000.00	\$165,000.00
102	Taxes, Insurance and Bonds	LS	1	\$80,000.00	\$80,000.00
103	Traffic Control	LS	1	\$20,000.00	\$20,000.00
104	Stormwater Management and Erosion Control	LS	1	\$30,000.00	\$30,000.00
105	Unclassified Excavation	CY	6150	\$25.50	\$156,825.00
106	Concrete Curb & Gutter Removal	LF	4550	\$14.98	\$68,174.17
107	Concrete Flatwork Removal	SY	2500	\$38.33	\$95,833.33
108	Non-Woven Geotextile Fabric	SY	6150	\$2.95	\$18,142.50
109	Geogrid	SY	6150	\$3.65	\$22,447.50
110	3" Minus Sub-base Course	CY	2050	\$41.17	\$84,391.67
111	1-1/2" Crushed Base Course	CY	1400	\$41.67	\$58,333.33
112	Asphalt Concrete Pavement Patch (Match Ex or 4"/8")	SY	6150	\$44.17	\$271,625.00
113	Adjust Manhole	EA	5	\$989.50	\$4,947.50
115	Gravel Alley Surface Repair	SY	450	\$37.83	\$17,025.00
116	Concrete Curb & Gutter	LF	4550	\$67.00	\$304,850.00
117	Concrete Valley Gutter	SF	2340	\$19.50	\$45,630.00
118	Concrete Sidewalk (4-inch Thick)	SF	22750	\$19.33	\$439,833.33
119	Asphalt Mill (1-1/2" @ 2%)	SY	7650	\$4.55	\$34,807.50
120	Sign Remove & Reset	EA	12	\$371.00	\$4,452.00
121	Landscape Restoration (Seeding)	SY	2500	\$7.85	\$19,625.00
<b>Construction Subtotal</b>					<b>\$1,941,942.83</b>
<b>Engineering (18%)</b>					<b>\$349,549.71</b>
<b>Contingency (20%)</b>					<b>\$388,388.57</b>
<b>Schedule 1 Subtotal</b>					<b>\$2,679,881.11</b>
<b>Schedule 2 - Water System Improvements</b>					
201	Mobilization	LS	1	\$95,000.00	\$95,000.00
202	Taxes, Insurance and Bonds	LS	1	\$50,000.00	\$50,000.00
203	Traffic Control	LS	1	\$30,000.00	\$30,000.00
204	Stormwater Management and Erosion Control	LS	1	\$25,000.00	\$25,000.00
205	Temporary Water System,	LS	1	\$50,000.00	\$50,000.00
206	Unclassified Excavation	CY	3600	\$25.50	\$91,800.00
207	Non-Woven Geotextile Fabric	SY	3600	\$2.95	\$10,620.00
208	Geogrid	SY	3600	\$3.65	\$13,140.00
209	3" Minus Sub-base Course	CY	1200	\$41.17	\$49,400.00
210	1-1/2" Crushed Base Course	CY	800	\$41.67	\$33,333.33
211	Asphalt Concrete Pavement Patch (Match Ex or 4")	SY	3600	\$44.17	\$159,000.00
212	Asbestos Inspection	LS	1	\$10,128.00	\$10,128.00
213	Remove Existing Water Main	LF	2000	\$30.75	\$61,500.00
214	Remove Existing Valve	EA	8	\$1,008.17	\$8,065.33
215	Connect to Ex. Water Main	EA	10	\$2,986.67	\$29,866.67
216	8" C900 PVC Water Main	LF	2000	\$83.50	\$167,000.00
217	6" C900 PVC Water Main	LF	200	\$60.17	\$12,033.33
218	8" Gate Valve & Box	EA	20	\$2,287.50	\$45,750.00
219	6" Gate Valve & Box	EA	4	\$1,847.50	\$7,390.00

220	8" Tee	EA	6	\$1,250.00	\$7,500.00
221	8" X 6" Reducer	EA	9	\$1,094.00	\$9,846.00
222	Fire Hydrant Assembly	EA	8	\$6,489.50	\$51,916.00
223	Install 1" Curb Stop w/Curb Box.)	EA	27	\$881.00	\$23,787.00
224	Water Service Reconnection at Main Incl. new saddle and corp. stop (≤1" Dia	EA	27	\$1,601.50	\$43,240.50
225	Type 2 Pipe Bedding	CY	1250	\$44.50	\$55,625.00
226	Imported Trench Backfill	CY	1250	\$44.50	\$55,625.00
227	Trench Plugs	EA	12	\$999.17	\$11,990.00
228	Exploratory Excavation	HR	16	\$359.67	\$5,754.67
<b>Construction Subtotal</b>					<b>\$1,214,310.83</b>
<b>Engineering (18%)</b>					<b>\$218,575.95</b>
<b>Contingency (20%)</b>					<b>\$242,862.17</b>
<b>Schedule 2 Subtotal</b>					<b>\$1,675,748.95</b>
<b>Schedule 3 - Waste Water System Improvements</b>					
301	Mobilization	LS	1	\$12,500.00	\$12,500.00
302	Taxes, Insurance and Bonds	LS	1	\$6,000.00	\$6,000.00
303	Traffic Control	LS	1	\$6,000.00	\$6,000.00
304	Stormwater Management and Erosion Control	LS	1	\$6,000.00	\$6,000.00
305	Unclassified Excavation	CY	470	\$25.50	\$11,985.00
306	Non-Woven Geotextile Fabric	SY	470	\$2.95	\$1,386.50
307	Geogrid	SY	470	\$3.65	\$1,715.50
308	3" Minus Sub-base Course	CY	160	\$41.17	\$6,586.67
309	1-1/2" Crushed Base Course	CY	105	\$41.67	\$4,375.00
310	Asphalt Concrete Pavement Patch (Match Ex or 4")	SY	470	\$44.17	\$20,758.33
311	48" Sanitary Sewer Manhole	EA	5	\$6,250.67	\$31,253.33
312	8" PVC Sanitary Sewer Main	LF	300	\$83.33	\$25,000.00
313	Sanitary Sewer Service Replacement	LF	20	\$66.83	\$1,336.67
314	Type 2 Pipe Bedding	CY	175	\$44.50	\$7,787.50
315	Imported Trench Backfill	CY	175	\$44.50	\$7,787.50
316	Exploratory Excavation	HR	8	\$359.67	\$2,877.33
<b>Construction Subtotal</b>					<b>\$153,349.33</b>
<b>Engineering (18%)</b>					<b>\$27,602.88</b>
<b>Contingency (20%)</b>					<b>\$30,669.87</b>
<b>Schedule 3 Subtotal</b>					<b>\$211,622.08</b>
* Prices are based upon the average bld prices for the 5th Ave. Waterline Reroute Project which was constructed in summer of 2021.				Schedule 1	\$2,679,881.11
				Schedule 2	\$1,675,748.95
				Schedule 3	\$211,622.08

TOTAL PROJECT COST                      \$4,567,252.14