



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, MAY 28, 2019
6:30 PM
COUNCIL CHAMBERS**

Public Input: *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.*

Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony and written evidence. The City Council will base its decision on the record created during the public hearing. Any comments provided tonight will not be included in the record or considered by the City Council.

General Items

Executive Review

1. Resolution: A Resolution Approving A Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's 2019 Pavement Damage Repair Project.
2. Resolution: A Resolution Approving An Amendment To Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's East 6th Street Reconstruction Project.
3. Resolution: 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.
4. Resolution: Resolution Relating To Special Improvement District No. 119; Creating The District For The Purpose Of Undertaking Certain Local Improvements And Financing The Costs Thereof And Incidental Thereto Through The Issuance Of Special Improvement District Bonds Secured By The City's Special Improvement District Revolving Fund (Public Hearing 6.4.2019)
5. Resolution: A Resolution Of The City Council To Amend The Large Grant Request Program Pursuant To The Recommendation Of The Laurel Urban Renewal Agency.
6. Resolution: A Resolution Of The City Council Approving Certain Revisions To The CBA Through A Memorandum Of Agreement Between The City Of Laurel And Local Union Local 303, American Federation Of State, County And Municipal Employees, AFSCME.

Council Issues

7. Handicap Parking Lot Discussion

Other Items

Review of Draft Council Agendas

[Review](#) Draft Council Agenda June 4, 2019.

Attendance at Upcoming Council Meeting

Announcements

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

Item Attachment Documents:

1. Resolution: A Resolution Approving A Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's 2019 Pavement Damage Repair Project.

RESOLUTION NO. R19-____

**A RESOLUTION APPROVING A TASK ORDER AUTHORIZING
KADRMAS, LEE & JACKSON, INC. FOR WORK RELATING TO THE CITY'S
2019 PAVEMENT DAMAGE REPAIR PROJECT.**

WHEREAS, the City of Laurel previously executed an Agreement for Professional Services with Kadrmass, 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 2019 Pavement Damage Repair Project as described in the attached Task Order with is incorporated herein by reference; and

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

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

Introduced at a regular meeting of the City Council on _____, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____ day of _____, 2019.

APPROVED by the Mayor this ____ day of _____, 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney



2611 Gabel Road
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: 2019 Pavement Damage Repairs

Dear Kurt:

Enclosed is the Task Order for review and approval. This scope of work 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 construction.

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. Please let me know if you'd like additional copies of the Agreement for reference.

Once again, thank you very much for this opportunity. We look forward to working with you!

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Carl Jackson', written over a light blue circular stamp.

Carl Jackson, PE

Enclosure(s): as noted
cc: file

Task Order: 2019 Pavement Repairs

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

1. Background Data

- A. Effective Date of Task Order: June 4th, 2019
- B. Owner: City of Laurel
- C. Engineer: Kadrmas, Lee & Jackson, Inc. (dba "KLJ")
- D. **Specific Project (title): 2019 Pavement Repairs**
- E. Specific Project (description): Pavement repairs and patching throughout town to address winter damage.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order: 2019 Pavement Repairs" attached to and incorporated as part of this Task Order.
- B. Resident Project Representative (RPR) Services

Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.
- C. Designing to a Construction Cost Limit – Not Used
- D. Other Services – Not Used
- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order: 2019 Pavement Repairs” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement, subject to the following:

A. Provide a budget for construction

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [five (5)] copies of the draft 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, to Owner.	Within [thirty (30)] days of Owner’s authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding 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, to Engineer.	Within [fifteen (15)] days of the receipt 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 from Engineer.
Engineer	Furnish [five (5)] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [fifteen (15)] days of the receipt of Owner’s comments and instructions regarding 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

6. Payments to Engineer

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

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$[49,135.00]	[Hourly]
a. Study and Report Phase (A1.01)	\$[-]	[-]
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[12,060.00]	[Hourly]
c. Bidding or Negotiating Phase (A1.04)	\$[6,675.00]	[Hourly]
d. Construction Phase (A1.05)*	\$[8,400.00]	[Hourly]
e. Resident Project Representative Services* (A1.05.A.2).	\$[22,000.00]	[Hourly]
f. Post-Construction Phase (A1.06)	\$[-]	[-]
g. Commissioning Phase (A1.07)	\$[-]	[-]
h. Other Services (see A1.08, and 2.D above)	\$[-]	[-]
TOTAL COMPENSATION (lines 1.a-h)	\$[49,135.00]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[Hourly]

*Based on a [five (5)] -week 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:

8. Other Modifications to Agreement and Exhibits:

9. Attachments:

Exhibit A (10 pp.)

10. Other Documents Incorporated by Reference:

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 June 4, 2019.

OWNER: City of Laurel

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

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: _____

Title: Director of Public Works

Title: _____

Address: PO Box 10
Laurel, MT 59044

Address: _____

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

E-Mail Address: _____

Phone: 406-628-4796

Phone: _____

Engineer's Services for Task Order: 2019 Pavement Repairs

PART 1—BASIC SERVICES

The project will consist of preparing bidding documents to encompass the quantities identified during the field visit on or around April 10, 2019 and listed in the Preliminary Engineer's Opinion of Probable construction Cost dated April 10, 2019. The documents will include requirements for the various types of work and a rough outline of the locations to solicit unit prices, but it is assumed that the exact quantities and locations will be modified in the field based on Owner's budget constraints.

A1.01 *Study and Report Phase Services – Not Used*

A1.02 *Preliminary Design Phase – Not Used*

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
4. 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.
5. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of 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. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
6. Pursuant to the Task Order schedule, 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.

A1.04 *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. Provide information or assistance needed by Owner in the course of any review of bids or negotiations with bidders.
 - 4. Consult with Owner as to the qualifications of bidders.
 - 5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by bidders, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, 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.
 - 7. 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.
 - 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 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. 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.
 - a. Fee assumes five (5) weeks of full-time observation at forty (40) hours per week.
 - b. Fee assumes all testing will be the responsibility of the selected Contractor.
3. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
4. *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.
5. *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.

6. *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.
7. *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.
8. *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. 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.
9. *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.

10. *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.
11. *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.
12. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
13. *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.
14. *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.
15. *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.
16. *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.
17. *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.

18. *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.

19. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. 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.

20. *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.

21. *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.
22. *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.
23. *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.
24. *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 as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, 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.

A1.06 *Post-Construction Phase – Not Used*

A1.07 *Commissioning Phase - Not Used*

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. 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.
 2. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
 3. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
 4. Furnishing services of Consultants for other than Basic Services.
 5. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.

- b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 6. 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.
- 7. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
- 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. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
- 11. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
- 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. Overtime work requiring higher than regular rates.
- 15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, 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.
- 16. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
- 17. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
- 18. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

19. 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. Services in connection with Work Change Directives and Change Orders to reflect changes 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 subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Item Attachment Documents:

2. Resolution: A Resolution Approving An Amendment To Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's East 6th Street Reconstruction Project.

RESOLUTION NO. R19-____

**A RESOLUTION APPROVING AN AMENDMENT TO TASK ORDER AUTHORIZING
KADRMAS, LEE & JACKSON, INC. FOR WORK RELATING TO THE CITY'S
EAST 6TH STREET RECONSTRUCTION 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 6th Street Reconstruction Project as described in the attached Amendment to Task Order with is incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, the attached Amendment to Task Order: East 6th Street Reconstruction authorizing the services to be performed by KLJ for the City of Laurel is hereby approved and the Mayor is hereby authorized to execute the attached Amendment to Task Order on the City's behalf.

Introduced at a regular meeting of the City Council on _____, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____ day of _____, 2019.

APPROVED by the Mayor this ____ day of _____, 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

Amendment to Task Order: East 6th Street Reconstruction

1. Background Data:

- a. Effective Date of Task Order: April 3, 2018
- b. Owner: City of Laurel
- c. Engineer: Kadrmas, Lee & Jackson, Inc (dba "KLJ")
- d. **Specific Project:** **East 6th Street Reconstruction**

2. Description of Modifications

- a. Engineer shall perform Additional Services as follows:
 - 1. Provide all services specified in the following sections of the Master Service Agreement:
 - a. Exhibit A - A1.05 Construction Phase
 - b. Exhibit A - A1.06 Post-Construction Phase
 - c. Exhibit D - D1.01 Resident Project Representative (RPR) Services
 - 2. Provide construction staking as specified in Project Manual for East 6th Street Improvements, Laurel, MT, dated April 2019 (Project Manual), in Section 01050 Field Engineering. In addition, conduct an elevation survey of structure foundations adjacent to the water main trench and obtain pre-construction condition photos prior to dewatering operations commencing.
 - 3. Through Engineer's subconsultant, provide quality assurance testing specified in Section 01400 of Project Manual, at frequencies recommended by Engineer.
 - 4. The following breakdown is the basis for Engineer's compensation to complete services describe in items 1-3 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.
 - a. 60 calendar day construction contract for RPR and office administration
 - b. 16 survey crew mobilizations
 - c. 40 trips to Site for quality assurance testing
- b. The responsibilities of Owner with respect to the Task Order are modified to include all of Owner's responsibilities include in the following sections of the Master Services Agreement:
 - 1. No Change in Owner's responsibilities from original task order.
- c. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: \$181,635.00
- d. The schedule for rendering services under this Task Order is modified as follows:
 - 1. Construction Phase Services are anticipated to be complete by September 2, 2019.
 - 2. Post-Construction Phase Services are anticipated to be complete by July 31, 2020.

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	\$126,770.00
b.	Net change for prior amendments:	\$0
c.	This amendment amount:	\$181,635.00
d.	Adjusted Task Order amount:	\$308,405.00

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.

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

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: _____

By: _____

Print
Name: _____

Print
Name: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

Item Attachment Documents:

3. Resolution: 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.

RESOLUTION NO. R19-_____

**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 Kadrmass, 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 _____, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____ day of _____, 2019.

APPROVED by the Mayor this ____ day of _____, 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney



2611 Gabel Road
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

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

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
TOTAL COMPENSATION – AMENDMENT NO. 1	\$490,220.00	
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

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: Kadrmass, Lee & Jackson, Inc.

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

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

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.

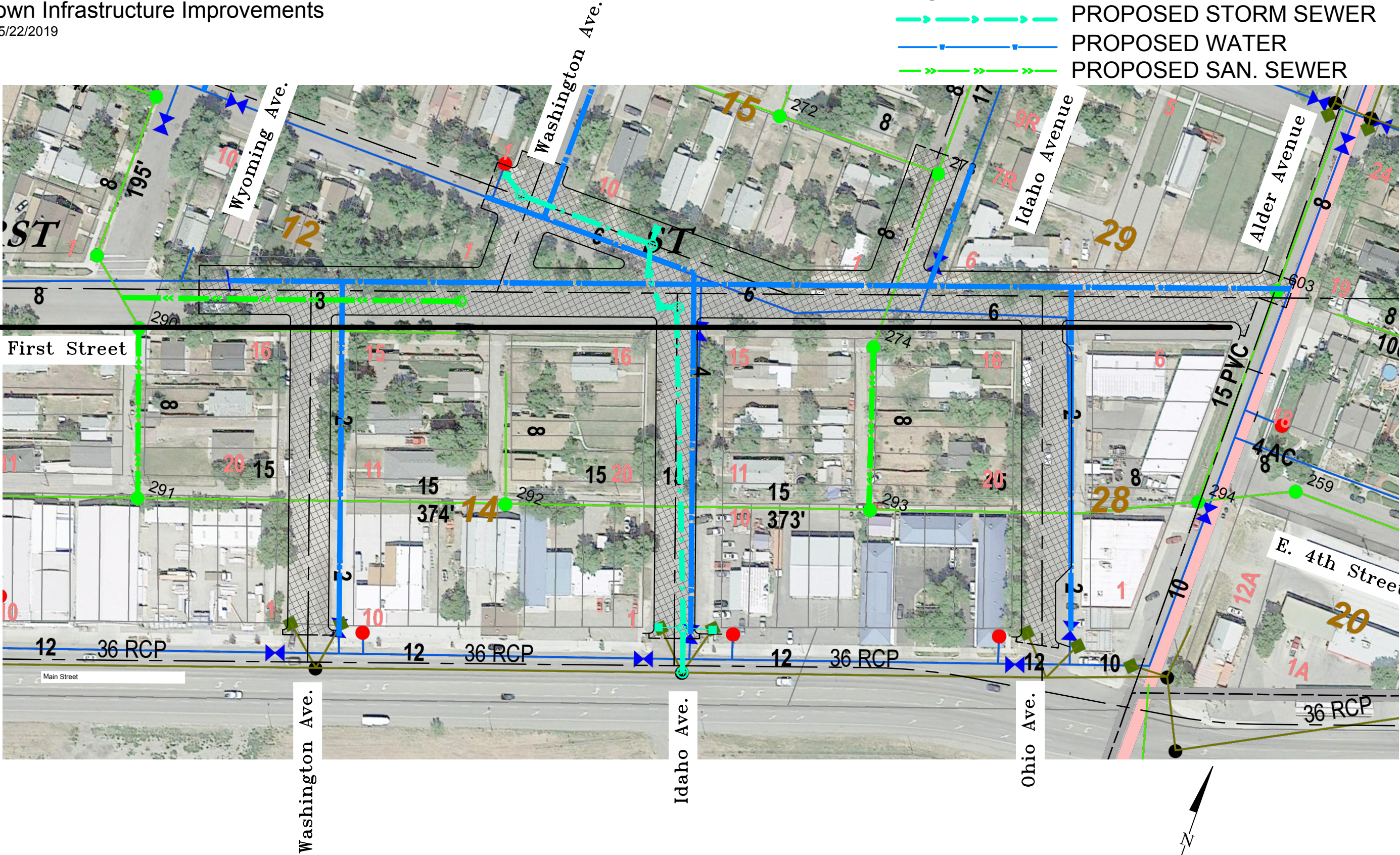
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer that exceed those normally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



Item Attachment Documents:

4. Resolution: Resolution Relating To Special Improvement District No. 119; Creating The District For The Purpose Of Undertaking Certain Local Improvements And Financing The Costs Thereof And Incidental Thereto Through The Issuance Of Special Improvement District Bonds Secured By The City's Special Improvement District Revolving Fund (Public Hearing 6.4.2019)

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Laurel, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 119; CREATING THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a regular meeting on June 4, 2019, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____
_____; voted against the same: _____
_____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this 4th day of June, 2019.

City Clerk-Treasurer

RESOLUTION NO. _____

RESOLUTION RELATING TO SPECIAL IMPROVEMENT DISTRICT NO. 119; CREATING THE DISTRICT FOR THE PURPOSE OF UNDERTAKING CERTAIN LOCAL IMPROVEMENTS AND FINANCING THE COSTS THEREOF AND INCIDENTAL THERETO THROUGH THE ISSUANCE OF SPECIAL IMPROVEMENT DISTRICT BONDS SECURED BY THE CITY'S SPECIAL IMPROVEMENT DISTRICT REVOLVING FUND

BE IT RESOLVED by the City Council (the "Council") of the City of Laurel, Montana (the "City"), as follows:

Section 1. Passage of Resolution of Intention. This Council, on May 7, 2019, adopted Resolution No. R19-[] (the "Resolution of Intention"), pursuant to which this Council declared its intention to create a special improvement district, designated as Special Improvement District No. 119 of the City (the "District"), under Montana Code Annotated, Title 7, Chapter 12, Parts 41 and 42, as amended, for the purpose of financing a portion of the costs of certain local sidewalk improvements, including construction and installation of sidewalks, ADA-compliant ramps, drive and alley approaches and related improvements (the "Improvements"), and paying costs incidental thereto, including costs associated with the sale and the security of special improvement district bonds drawn on the District (the "Bonds"), the creation and administration of the District and the funding of a deposit to the City's Special Improvement District Revolving Fund (the "Revolving Fund").

Section 2. Notice and Public Hearing. Notice of passage of the Resolution of Intention was duly published and mailed in all respects in accordance with law, and on June 4, 2019, this Council conducted a public hearing to hear and pass upon protests against the proposed Improvements and the creation of the District. The public hearing was held at the first meeting of the Council following the expiration of the period ended 17 days after the first date of publication of the notice of passage of the Resolution of Intention (the "Protest Period").

Section 3. Protests. Within the Protest Period, [] ([]) protests were filed with the City Clerk-Treasurer by the owners of property in the District subject to assessment for the Improvements, representing []% of the total estimated costs of the Improvements and costs incidental thereto to be assessed against the properties in the District, in accordance with the method of assessment in the Resolution of Intention.

Section 4. Creation of the District; Insufficiency of Protests. The Council determines that the protests made by owners in the District to be assessed for the cost of the proposed Improvements and incidental costs to be financed with the Bonds is not more than 50% of all of such costs of the Improvements and that the District is hereby created on the terms and conditions set forth in, and otherwise in accordance with, the Resolution of Intention. The protests against the creation of the District or the making of the Improvements filed during the Protest Period are hereby found to be insufficient. The findings and determinations made in the Resolution of Intention, including, without limitation, those relating to benefits conferred, the

assessment methodology and properties assessed, funding the Revolving Fund and securing the Bonds thereby, and using the proceeds of the Bonds to pay or reimburse the City for all or a portion of the costs of the Improvements and costs incidental thereto, are hereby ratified and confirmed.

PASSED AND ADOPTED by the City Council of the City of Laurel, Montana, this 4th day of June, 2019.

Mayor

Attest:

City Clerk-Treasurer

Item Attachment Documents:

5. Resolution: A Resolution Of The City Council To Amend The Large Grant Request Program Pursuant To The Recommendation Of The Laurel Urban Renewal Agency.

RESOLUTION NO. R19-_____

A RESOLUTION OF THE CITY COUNCIL TO AMEND THE LARGE GRANT REQUEST PROGRAM PURSUANT TO THE RECOMMENDATION OF THE LAUREL URBAN RENEWAL AGENCY.

WHEREAS, the City Council previously created the Laurel Urban Renewal Agency (LURA), pursuant to Ordinance No. 08-09 as codified at Title 18, Chapters 18.02 and 18.04 of the Laurel Municipal Code, to provide input and recommendations regarding the most effective uses of resources gained from the Tax Increment Finance (TIF) District; and

WHEREAS, the City Council appointed a LURA Board of Commissioners, pursuant to Resolution No. R08-123, who are responsible for providing guidance and recommendations to the City Council as to the best use of unencumbered available tax increment funds consistent with the Urban Renewal Plan that was additionally adopted by the City Council and codified at Chapter 18.04.020 of the Laurel Municipal Code; and

WHEREAS, the City Council previously created a grant program called the Large Grant Request Program and the Program initially included a maximum grant of \$75,000 per eligible grantee for qualified projects which was subsequently raised to \$100,000 by the City Council through Resolution No. R17-____; and

WHEREAS, the LURA Board of Commissioners determined that based upon the program's success and the increasing numbers of requests for grants, that it is in the best interest of the City to further increase the maximum grant amount to \$225,000; and

WHEREAS, the City Council reviewed the recommendation provided by the LURA Board of Commissioners and Staff and has determined that increasing the maximum grant available through the Large Grant Request Program is consistent with the goals and objectives contained in the City's Urban Renewal Plan and is in the best interest of the City of Laurel and its citizens.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Laurel, Montana, that the Large Grant Request Program is modified to increase the maximum available grant under such program from \$100,000 to \$225,000. The remaining terms and conditions of the Large Grant Request Program shall remain in effect.

Introduced at a regular meeting of the City Council on _____, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____th day of _____, 2019.

APPROVED by the Mayor this ____th day of _____, 2019.

CITY OF LAUREL

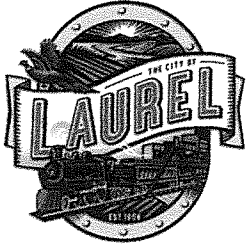
Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney



Laurel Urban Renewal Agency

Request for Laurel Urban Renewal Agency Large Grant Program Budget Increase

April 24, 2019

Mr. Mayor and City Council Members,

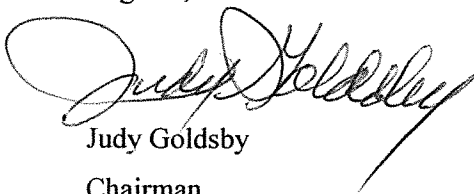
The Laurel Urban Renewal Agency respectfully requests the Laurel City Council consider an increase of the budget of the Large Project Grant program from \$100,000 to \$225,000. Discussions have taken place at multiple meetings on this subject and its importance for the Tax Incremental Financing District. Members of the Laurel Urban Renewal Agency voted on April 15, 2019 to seek an increase of the budget for the LURA Large Grant Program to \$225,000. Members have previously reported that requests for the Large Grant program totaled \$400,000 in 2018. Member support for this increase is a reaction to that increase in activity and publicity for the program.

This budget increase would ;

- Open up new funding supports for residents and businesses
- Create more opportunities for district residents and businesses to improve their community
- Give LURA members greater flexibility to allocate funding to prospective projects

Thank you for your consideration on this matter.

Regards,


Judy Goldsby
Chairman
Laurel Urban Renewal Agency

MINUTES
Laurel Urban Renewal Agency (LURA)
APRIL 15TH 2019, 11:00 AM CITY HALL CHAMBERS

General Items

1. Roll Call

Judy Goldsby	Nick Altonaga
Mardie Spalinger	Rick Herr
Don Smarsh	Tom Nelson
Daniel Klein	Michelle Deboer
Dean Rankin	
Janice Lehman	
Steve Solberg	
Linda Frickel	

General Items

2. Review and Approve minutes from March 18th, 2019.
Dan made the motion to approve the minutes and Dean seconded. Motion was carried.

New Business

3. Discussion for a funding increase in the Large Grant Program from \$100K to \$225K. Mardie made the motion and Don seconded. Motion was carried.
4. The LURA Grant Application for Darell Dyer was returned to him as it was incomplete and the Program states the Owner cannot do the improvements.
5. The LURA Grant Application for Katie Fjelstad was split into (3) smaller grants and (1) large grant.

Old Business

6. Reviewed and discussed the Grant Document updates.

Other Items

7. Discussion for extending the TIF District.

Announcements

8. The next meeting is May 20th, 2019.

Adjournment

9. Judy adjourned the meeting at 12:00pm.

Respectfully submitted,

Mardie Spalinger
Board Secretary

NOTE: This meeting is open to the public. This meeting is for information and discussion of listed agenda items.

Item Attachment Documents:

6. Resolution: A Resolution Of The City Council Approving Certain Revisions To The CBA Through A Memorandum Of Agreement Between The City Of Laurel And Local Union Local 303, American Federation Of State, County And Municipal Employees, AFSCME.

RESOLUTION NO. R19-__

**A RESOLUTION OF THE CITY COUNCIL APPROVING CERTAIN REVISIONS
TO THE CBA THROUGH A MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF LAUREL AND LOCAL UNION
LOCAL 303, AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFSCME.**

WHEREAS, the City of Laurel and the above Union negotiated a Collective Bargaining Agreement ("CBA") which was approved by the Union and City Council; and

WHEREAS, the CBA contained a newly created shift for the police officers which prior to implementation of such shift, the parties determined additional revisions to the existing CBA were required; and

WHEREAS, the parties negotiated the attached Memorandum of Agreement ("MOA") which contains the agreed upon revisions to the CBA; and

WHEREAS, approving the MOA will enable the Chief of Police to implement the newly created police officer shift.

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

Section 1: Approval. The attached MOA between the City of Laurel and the Union is hereby approved. The MOA will have the same effective date as the existing CBA.

Section 2: Execution. The Mayor and Clerk-Treasurer are given authority to execute the MOA on behalf of the City.

Introduced at a regular meeting of the City Council on _____, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____ day of _____, 2019.

APPROVED by the Mayor this ____th day of _____, 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

May ~~45~~21, 2019

Memorandum of Agreement

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The City of Laurel, Yellowstone County, Montana hereinafter referred to as "Employer", and Local 303, American Federation of State, County and Municipal Employees, AFL-CIO, Laurel, Montana, hereinafter referred to as "Union" and "Employee(s)", agree to ~~the following revisions~~revise to the parties' collective bargaining agreement ("CBA"), and any other pertinent supplemental agreements or understandings between the parties ~~shall be revised to incorporate the~~for purposes of consistency with the- revisions to the CBA as provided herein. The CBA shall be revised only as specifically provided herein and all remaining terms and conditions of the CBA shall remain unchanged and in full force and effect. agreements:

1. Terms of Agreement.

~~—The term of the new Memorandum of Agreement will be effective upon approval by Employer and the Union and shall continue with the same effective dates as the existing CBA.~~

~~from May 15th, 2019 to June 30th, 2021.~~

2. ARTICLE VIII – HOURS OF WORK

ARTICLE VIII – HOURS OF WORK

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~~Section 1. Workweek: A standard workweek shall consist of forty (40) hours, and shall begin at 7 a.m. Monday and shall terminate at 6:59 a.m. on the Monday following. This shall exclude the 6/3 rotation set out below.~~

~~Section 2. Work period: Work periods for the positions identified in Addendum "A" may include, but is not limited to, the following:~~

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- ~~a. A 5/2 rotation, composed of any five (5) consecutive eight (8) hour workdays immediately followed by two (2) days off, consisting of forty (40) hours.~~

b. ~~A 4/3 rotation, composed of four (4) consecutive ten (10) hour days with three consecutive days off, consisting of forty (40) hours.~~

e. ~~A 6/3 rotation, composed of those positions that will provide the primary 24-hour coverage and consists of six consecutive workdays of 8½ hours each followed by three consecutive days off.~~

d. ~~A 3.5/3.5 rotation, composed of three (3) consecutive twelve (12) hour days and a four (4) hour day followed by three and one-half (3.5) consecutive days off, consisting of forty (40) hours.~~

~~e. A 2/2/3 rotation, composed of two weeks of shifts, where the blocks of on and off days follow a 2-2-3 pattern. Officers are divided into two equal teams working rotating 12-hour shifts as follows. (Note: this schedule must begin on a Monday.) The parties agree this schedule does not constitute a 2/3/2 Individual Schedule.~~

~~1. Team one will work 2 days on, 2 days off, 3 days on, 2 days off, 2 days on, and 3 days off.~~

~~2. Team two will work 2 days off, 2 days on, 3 days off, 2 days on, 2 days off, and 3 days on.~~

~~3. Personnel assigned to the 2-2-3 schedule will forfeit any and all shift differential payments. Forfeiture of differential payments will only be while the 2-2-3 schedule is in use and only those assigned to work the 2-2-3 schedule.~~

f. ~~The work period for part-time personnel shall be assigned as needed by Employer's Chief of Police or designee.~~

~~g. The shift schedule and work period set out above may be changed by mutual agreement between the Union and Employer's Chief of Police or designee.~~

Section 3. Work Schedule:

a. ~~All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time, except in cases of emergency when life or property are in imminent danger and for the employee in the "cover shift" position.~~

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The Employer and Union agree to ~~add~~ the following ~~Language to revision~~:

Section 1. Workweek: A standard workweek shall consist of forty (40) hours, and shall begin at 7 a.m. Monday and shall terminate at 6:59 a.m. on the Monday following. This shall exclude the 6/3 rotation ~~and the 2/2/3 rotation~~ and the 2/2/3 rotation set out below.

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~~Section 2. Work period:~~ Work periods for the positions identified in Addendum "A" may include, but is not limited to, the following:

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- ~~a. A 5/2 rotation, composed of any five (5) consecutive eight (8) hour workdays immediately followed by two (2) days off, consisting of forty (40) hours.~~
- ~~b. A 4/3 rotation, composed of four (4) consecutive ten (10) hour days with three consecutive days off, consisting of forty (40) hours.~~
- ~~c. A 6/3 rotation, composed of those positions that will provide the primary 24-hour coverage and consists of six consecutive workdays of 8½ hours each followed by three consecutive days off.~~
- ~~d. A 3.5/3.5 rotation, composed of three (3) consecutive twelve (12) hour days and a four (4) hour day followed by three and one-half (3.5) consecutive days off, consisting of forty (40) hours.~~

~~e. A 2/2/3 rotation, composed of two weeks of shifts, where the blocks of on and off days follow a 2-2-3 pattern. Officers are divided into two equal teams working rotating 12-hour shifts as follows. (Note: this schedule must begin on a Monday.) The parties agree this schedule does not constitute a 2/3/2 Individual Schedule.~~

~~1. Team one will work 2 days on, 2 days off, 3 days on, 2 days off, 2 days on, and 3 days off.~~

~~2. Team two will work 2 days off, 2 days on, 3 days off, 2 days on, 2 days off, and 3 days on.~~

~~3. Personnel assigned to the 2-2-3 schedule will forfeit any and all shift differential payments. Forfeiture of differential payments will only be while the 2-2-3 schedule is in use and only those assigned to work the 2-2-3 schedule.~~

~~4. When working a 2-2-3 schedule any employee that works more than 80 hours in a 14-day work period will receive overtime pay for any hours worked above the 80 hours. 4. When working a 2-2-3 schedule any employee that works more than 80 hours in a 14-day work period will receive overtime pay for any hours worked above the 80 hours.~~

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~~f. The work period for part time personnel shall be assigned as needed by Employer's Chief of Police or designee.~~

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~~g. The shift schedule and work period set out above may be changed by mutual agreement between the Union and Employer's Chief of Police or designee.~~

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The Employer and Union agree to ~~remove~~ revise the following Language in Section 3 below as follows: ~~to:~~

Section 3. Work Schedule:

a. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time, except in cases of emergency when life or property are in imminent danger and for the employee in the "cover shift" position. ~~on the 6/3 rotation.~~

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Dated this _____ day of May, 2019

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~~Dated this _____ day of May, 2019~~

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For City Of Laurel

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Mayor

For Local 303

President, Local 303

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Item Attachment Documents:

Review Draft Council Agenda June 4, 2019.



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, JUNE 04, 2019
6:30 PM
COUNCIL CHAMBERS**

NEXT RES. NO.
R18-XX

NEXT ORD. NO.
O18-XX

WELCOME . . . By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified times for citizen comments on its agenda -- once following the Consent Agenda, at which time citizens may address the Council concerning any brief community announcement not to exceed one minute in duration for any speaker; and again following Items Removed from the Consent Agenda, at which time citizens may address the Council on any matter of City business that is not on tonight's agenda. Each speaker will be limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. Citizens may also comment on any item removed from the consent agenda prior to council action, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. If a citizen would like to comment on an agenda item, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.

Any person who has any question concerning any agenda item may call the City Clerk-Treasurer's office to make an inquiry concerning the nature of the item described on the agenda. Your City government welcomes your interest and hopes you will attend the Laurel City Council meetings often.

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of May 21, 2019.

Correspondence

Council Disclosure of Ex Parte Communications

Public Hearing

Consent Items

NOTICE TO THE PUBLIC

*The Consent Calendar adopting the printed Recommended Council Action will be enacted with one vote. **The Mayor will first ask the Council members if any Council member wishes to remove any item from the Consent Calendar for discussion and consideration.** The matters removed from the Consent Calendar will be considered individually at the end of this Agenda under "Items Removed from the Consent Calendar." (See Section 12.) The entire Consent Calendar, with the exception of items removed to be discussed under "Items Removed from the Consent Calendar," is then voted upon by roll call under one motion.*

2. Claims for the month of May 2019.
3. Approval of Payroll Register for PPE 5/19/2019 totaling \$172,589.52.
4. Receiving the Committee/Board Minutes into the Record.
 - Budget/Finance Committee minutes of May 21, 2019.
 - Council Workshop minutes of May 28, 2019.
 - Emergency Services Committee minutes of April 29, 2019.
 - Public Works Committee minutes of May 20, 2019.

Ceremonial Calendar

Reports of Boards and Commissions

Audience Participation (Three-Minute Limit)

Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.

Scheduled Matters

5. Resolution: A Resolution Approving A Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's 2019 Pavement Damage Repair Project.
6. Resolution: A Resolution Approving An Amendment To Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's East 6th Street Reconstruction Project.
7. Resolution: 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.
8. Resolution: Resolution Relating To Special Improvement District No. 119; Creating The District For The Purpose Of Undertaking Certain Local Improvements And Financing The Costs Thereof And Incidental Thereto Through The Issuance Of Special Improvement District Bonds Secured By The City's Special Improvement District Revolving Fund (Public Hearing 6.4.2019)
9. Resolution: A Resolution Of The City Council To Amend The Large Grant Request Program Pursuant To The Recommendation Of The Laurel Urban Renewal Agency.
10. Resolution: A Resolution Of The City Council Approving Certain Revisions To The CBA Through A Memorandum Of Agreement Between The City Of Laurel And Local Union Local 303, American Federation Of State, County And Municipal Employees, AFSCME.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

This portion of the meeting is to provide an opportunity for citizens to address the Council regarding community announcements. The duration for an individual speaking under Community Announcements is limited to one minute. While all comments are welcome, the Council will not take action on any item not on the agenda.

Council Discussion

Council members may give the City Council a brief report regarding committees or groups in which they are involved.

Mayor Updates

Unscheduled Matters

Adjournment

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

DATES TO REMEMBER