



Livingston City Commission Agenda

December 19, 2017

6:30 PM

City – County Complex, Community Room

1. Call to Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Consent Items

- A. CONSENT - Approve minutes from regular 12.5.17 city commission meeting Page 4
- B. CONSENT - Approve Bills and Claims Page 8
- C. CONSENT - Ratify Claims Page 27

6. Proclamations

7. Scheduled Public Comment

- A. SCHEDULED PUBLIC COMMENT - Auditor's Report presented by Morgan Scarr, CPA, from Amatics CPA Group

8. Public Hearings

9. Ordinances

10. Resolutions

- A. RESOLUTION NO. 4769 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ESTABLISH A "SAFE AND ACCESSIBLE STREETS" POLICY. Page 30
- B. RESOLUTION NO. 4770 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR THE NORTHSIDE TRANSPORTATION STUDY. Page 36
- C. RESOLUTION NO. 4771 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED TO EXECUTE THE CITY MANAGER'S RECOMMENDATION FOR AMENDMENT #2 TO THE WATER RECLAMATION FACILITY PROFESSIONAL SERVICES AGREEMENT WITH AE2S. Page 54
- D. RESOLUTION NO. 4772 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR THE CALLENDER AND MAIN STREET CAPITAL IMPROVEMENT PROJECT. Page 63

11. Action Items

- A. DISCUSS/APPROVE/DENY - Approve Auditor's Report as presented by Morgan Scarr, CPA from Amatics CPA Group

12. Public Comments

Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).

13. City Manager Comment

14. City Commission Comments

15. Adjournment

Calendar of Events

December 18, 2017 - 6:00 p.m. - 8:00 p.m. - Downtown CIP public meeting, Library Conference Room

December 19, 2017 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex

December 22, 2017 - City Offices closed in observance of Christmas Eve

December 25, 2017 - City Offices closed in observance of Christmas Day

January 1, 2018 - City Offices closed in observance of New Year's Day

January 2, 2018 - 6:30 p.m. - City Commission regular meeting, Community Room, City/County Complex

January 9, 2018 - 3:30 p.m. - Historic Preservation regular meeting, Community Room, City/County Complex

January 9, 2018 - 7:00 p.m. - Board of Adjustments regular meeting, Community Room, City/County Complex

Supplemental Material

Notice

- Public Comment: The public can speak about an item on the agenda during discussion of that item by coming up to the table or podium, signing-in, and then waiting to be recognized by the Chairman. Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).
- Meeting Recording: An audio and/or video recording of the meeting, or any portion thereof, may be purchased by contacting the City Administration. The City does not warrant the audio and/or video recording as to content, quality, or clarity.

- **Special Accommodation:** If you need special accommodations to attend or participate in our meeting, please contact the Fire Department at least 24 hours in advance of the specific meeting you are planning on attending.

Backup material for agenda item:

- A. CONSENT - Approve minutes from regular 12.5.17 city commission meeting

Livingston City Commission Meeting
December 5th, 2017
6:30 PM
City-County Complex

1. Call to Order

2. Roll Call

- Bennett, Hoglund, Friedman, and Schwarz were present. Sandberg arrived at 6:40 p.m.

3. Moment of Silence

4. Pledge of Allegiance

5. Consent Items (00:03:47)

A. CONSENT - Approve minutes to regular 11.21.17 Commission meeting

B. CONSENT - Approve Bills and Claims

C. CONSENT - Pledged Securities Report 2nd Qtr FY 2018

- Friedman made a motion to approve Consent Items A – C. Schwarz seconded.
 - All in favor, motion passed 5-0.

6. Proclamations

7. Scheduled Public Comment

8. Public Hearings

9. Ordinances

10. Resolutions

A. RESOLUTION NO. 4764 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA AUTHORIZING THE CITY MANAGER TO SIGN AN INFORMAL SETTLEMENT AGREEMENT WITH COMPLAINANT THROUGH THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MONTANA DIVISION TO FINALIZE ADA TRANSITION PLAN. (00:04:14)

- Friedman made a motion to pass Resolution No. 4764. Hoglund seconded.
 - All in favor, motion passed 5-0.

B. RESOLUTION NO. 4765 - A RESOLUTION ACCEPTING THE PIPELINE LICENSE NO. 602, 054 BETWEEN THE CITY OF LIVINGSTON MONTANA RAIL LINK, INC. FOR THE CONSTRUCTION AND MAINTENANCE OF A PIPELINE FOR CARRYING POTABLE WATER. (00:07:18)

- Schwarz made a motion to pass Resolution No. 4765. Friedman seconded.
 - All in favor, motion passed 5-0.

C. RESOLUTION NO. 4766 – A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH MONTANA DEPARTMENT OF TRANSPORTATION (MDT) FOR TRANSPORTATION ALTERNATIVES PROGRAM PROJECT FUNDING AND MAINTENANCE AGREEMENT. (00:10:10)

- Mike Gomez made comments (00:18:18)
- Hoglund made a motion to pass Resolution No. 4766. Schwarz seconded.
 - All in favor, motion passed 5-0.

D. RESOLUTION NO. 4767 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING CITY MANAGER TO SIGN AMENDED USE AGREEMENT WITH LIVINGSTON YOUTH SOCCER ASSOCIATION. (00:21:21)

- Lori Case made comments (00:27:50)
- Friedman made a motion to pass Resolution No. 4767. Hoglund seconded.
 - All in favor, motion passed 5-0.

E. RESOLUTION NO. 4768 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT WITH THE LIVINGSTON YOUTH SOCCER ASSOCIATION. (00:29:10)

- Tim Stevens made comments (00:32:00)
- Friedman made a motion to pass Resolution No. 4768. Hoglund seconded.
 - All in favor, motion passed 5-0.

11. Action Items

A. DISCUSS/APPROVE/DENY - Discuss TD& H proposal for Northside transportation study for next commission meeting (00:36:36)

- Patricia Grabow made comments (01:03:03)
- Steve Koontz made comments (01:12:00)
- Patricia Grabow made comments (01:13:00)

- B. DISCUSS/APPROVE/DENY - Discuss AE2S amendment proposal to be included for decision for next commission meeting (01:25:25)**
- C. DISCUSS/APPROVE/DENY - TD & H construction management contract for next commission meeting (01:36:50)**

12. Public Comments

Individuals are reminded that public comments should be limited to items over which the City Commission has supervision, control, jurisdiction, or advisory power (MCA 2-3-202).

- Patricia Grabow made comments (02:10:40)

13. City Manager Comment (02:14:48)

14. City Commission Comments

- Sandberg made comments. (02:19:30)
 - Sandberg made a motion to direct the City Manager to investigate sidewalk requirement for downtown city sidewalks. Hoglund seconded.
 - All in favor, motion passed 5-0.
- Schwarz made comments. (02:30:09)
- Hoglund made comments. (02:31:21)
 - Hoglund made a request for the City Manager to create a plan for signage that reflects recommendations from the traffic study regarding signage. Sandberg seconded.
 - All in favor, motion passed 5-0.

15. Adjournment (9:06 PM)

Backup material for agenda item:

- B. CONSENT - Approve Bills and Claims

12/13/17
15:05:30

CITY OF LIVINGSTON
Claim Approval List
For the Accounting Period: 12/17

Page: 1 of
Report ID: AP100

Operating Cash
* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34332		2 A-1 MUFFLER, INC.		275.00					
	63293	11/28/17 49-9972A brakes & rotar repair		275.00*			5210 502 430515	232	101000
34333		23 CARQUEST AUTO PARTS		401.24					
	1912396627	11/29/17 5gal. purple		23.91			2500 151 430240	231	101000
	1912396457	11/27/17 Rot elc nf conc gal		119.46			2500 151 430240	232	101000
	1912396568	11/28/17 Headlight		24.99			2500 151 430240	232	101000
	1912396437	11/27/17 Lube		70.96			2500 151 430240	232	101000
	1912396631	11/29/17 22,16, 24 Latitude		161.92			5410 504 430830	231	101000
34335		1920 HORIZON AUTO PARTS		9.60					
	810231	11/27/17 Napa syn		9.60			5310 503 430640	362	101000
34336		424 ENERGY LABORATORIES, INC.		102.00					
	121299	11/20/17 Eff comp.		102.00			5310 503 430640	355	101000
34337		2904 FISHER SAND AND GRAVEL		4,449.44					
	53037	11/18/17 Sanding material		3,981.44			2820 210 430240	450	101000
	53086	11/18/17 Flowfill concrete		468.00			2820 210 430240	476	101000
34338		2919 FOUR CORNERS RECYCLING, LLC		2,436.40					
	1219	10/28/17 Plastic baling		457.60			5410 504 430840	388	101000
	1219	10/28/17 Pull fees		2,475.00			5410 504 430840	388	101000
	1219	10/28/17 Decommision fees		675.00			5410 504 430840	388	101000
	1219	10/28/17 Credits		-1,171.20			5410 504 430840	388	101000
34339		2863 KIMBALL MIDWEST		307.78					
	5975486	11/13/17 Nuts and blots		100.00			5210 502 430515	231	101000
	5975486	11/13/17 Nuts and blots		157.78			2500 151 430240	231	101000
	5975486	11/13/17 Nuts and blots		50.00			1000 155 460430	231	101000
34340		26 LIVINGSTON ACE HARDWARE -		71.06					
	B41922	11/29/17 CM tank sprayer		29.99			2500 151 430240	231	101000
	B42166	11/29/17 Nuts and Bolts		41.07			2500 151 430240	232	101000
34342		3740 MARCOM		176.00					
	1711087	11/17/17 Coliform		176.00			5210 502 430515	355	101000
34346		151 NORTHWESTERN ENERGY		1,289.28					
	0708370-2	11/13/17 8th and Park Sprinklers		6.34			1000 155 430950	341	101000
	0719373-3	11/13/17 229 River Dr.		8.42			1000 155 430950	341	101000
	0720113-0	11/08/17 229 River Dr. - CC Building		87.33			1000 155 430950	341	101000
	0709880-9	11/09/17 200 River Dr. - Pool		182.93			1000 155 460445	341	101000
	0709881-7	11/08/17 229 River Dr. - Civic Cente		1,004.26			1000 155 460442	341	101000

12/13/17
15:05:30

CITY OF LIVINGSTON
Claim Approval List
For the Accounting Period: 12/17

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Report ID: AP100

Operating Cash
* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/ Line \$	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34347		4 ALLIED TECHNICAL SALES		3,952.04					
	0709877-5	11/06/17 200 E Reservoir		581.48			5210 502 430515	341	101000
	0719271-9	11/07/17 601 Robin LN Well		1,560.70			5210 502 430515	341	101000
	0719272-7	11/07/17 4 Billman LN Well		1,800.42			5210 502 430515	341	101000
	0709882-5	11/13/17 229 River Dr. Pmp Civic Cen		9.44			5210 502 430515	341	101000
34349		151 NORTHWESTERN ENERGY		4,030.64					
	0719358-4	11/14/17 Street lights		3,884.31			2400 420100	340	101000
	0720122-1	11/13/17 400 North M		12.77			2400 420100	340	101000
	0802599-1	11/13/17 608 W Chinook		71.39			2400 420100	340	101000
	0933715-5	11/13/17 710 W Callender		62.17			2400 420100	340	101000
34351		1199 O'CONNOR'S BODY SHOP, LLC		168.00					
	3530	11/21/17 Repairs WWTP dump truck		168.00			5310 503 430640	362	101000
34352		14 SHOPKO STORES, LLC		39.98					
	031770010	11/21/17 Shoe and glove		39.98*			5210 502 430625	231	101000
34353		3353 STORY DISTRIBUTING		1,179.94					
	78738	11/28/17 Diesel 434g		1,154.34*			1000 123 411700	236	101000
	78738	11/28/17 Additive 32 oz		25.60*			1000 123 411700	236	101000
34363		22 ALL SERVICE TIRE & ALIGNMENT,		1,569.00					
	53623	11/30/17 New tires		1,569.00			5410 504 430830	362	101000
34364		23 CARQUEST AUTO PARTS		400.25					
	1912396922	12/04/17 Headlight		74.01*			5210 502 430515	232	101000
	1912395747	11/15/17 Shop roll		26.55			5210 502 430515	231	101000
	1912396429	11/27/17 Mower		54.18			1000 155 430930	361	101000
	1912397003	12/05/17 Bulb		48.99			2500 151 430240	232	101000
	1912396739	11/30/17 Filter		-12.10			5410 504 430830	231	101000
	1912396739	11/30/17 Filter		208.62			5410 504 430830	231	101000
34365		2671 COMDATA		2,530.00					
	20279075	12/01/17 Fuel		43.10			1000 143 420403	236	101000
	20279075	12/01/17 Fuel		1,005.34			5210 502 430515	236	101000
	20279075	12/01/17 Fuel		369.82			5310 503 430625	236	101000
	20279075	12/01/17 Fuel		395.18			1000 155 430950	236	101000
	20279075	12/01/17 Fuel		282.85			5410 504 430830	236	101000
	20279075	12/01/17 Fuel		65.42			1000 154 440640	236	101000
	20279075	12/01/17 Fuel		368.29			2500 151 430240	236	101000

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CITY OF LIVINGSTON
Claim Approval List
For the Accounting Period: 12/17

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Report ID: AP100

Operating Cash
* ... Over spent expenditure

Claim	Vendor #/Name/ Check Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34366	3298 EXEC U CARE SERVICES, INC.	400.00					
	1414 11/30/17 PW Cleaning in November	66.66			5210 502 430510	224	101000
	1414 11/30/17 PW Cleaning in November	66.66			5310 503 430610	224	101000
	1414 11/30/17 PW Cleaning in November	66.67			5410 504 430820	224	101000
	1414 11/30/17 PW Cleaning in November	66.67			2500 151 430220	224	101000
	1414 11/30/17 PW Cleaning in November	66.67			1000 155 430100	224	101000
	1414 11/30/17 PW Cleaning in November	66.67			1000 106 411030	220	101000
34367	102 INDUSTRIAL TOWEL	66.67					
	38095 12/01/17 WRF slate cleaning	23.90			5310 503 430610	224	101000
	38095 12/01/17 Mat cleaning	8.55			5310 503 430610	224	101000
	38095 12/01/17 Mat cleaning	8.56			5210 502 430510	224	101000
	38095 12/01/17 Mat cleaning	8.55			5410 504 430820	220	101000
	38095 12/01/17 Mat cleaning	8.55			2500 151 430220	224	101000
	38095 12/01/17 Mat cleaning	8.56			1000 106 411030	200	101000
34368	776 KENYON NOBLE	110.70					
	6315208 12/04/17 Concrete	36.90			2820 210 430240	412	101000
	6312014 12/01/17 M street playground equip.	73.80			1000 155 460430	231	101000
34369	26 LIVINGSTON ACE HARDWARE -	254.13					
	215462 07/24/17 Fastners, drill bit and steel	28.27			5210 502 430515	231	101000
	B42406 11/30/17 Fastners	1.98			2500 151 430240	231	101000
	B41186 11/27/17 Hedge trimmer	6.49			1000 155 460430	231	101000
	B41955 11/29/17 Shop tools	7.59			1000 155 460430	231	101000
	B41182 11/27/17 Civic Center roof repair	31.82			1000 155 460442	231	101000
	B41022 11/27/17 Civic center	64.95			1000 155 460442	231	101000
	B41521 11/28/17 Civic center	41.98			1000 155 460442	231	101000
	B44580 12/04/17 Shop office hallway paint	65.57			1000 155 460442	231	101000
	B42078 11/29/17 Repair parts trucks	5.48			1000 155 430950	362	101000
34370	3016 MT WATERWORKS	1,031.13					
	24716 11/17/17 Saddles and tracer wire	1,031.13			5210 502 430520	361	101000
34371	3688 MURDOCH'S RANCH & HOME SUPPLY	95.48					
	00650 11/30/17 Shop	95.48			1000 155 460430	231	101000
34372	2437 O'REILLY AUTOMOTIVE, INC	54.04					
	1558113605 11/29/17 Adhesive & seat cover	54.04			1000 155 430950	362	101000

12/13/17
15:05:30

CITY OF LIVINGSTON
Claim Approval List
For the Accounting Period: 12/17

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Report ID: AP100

Operating Cash
* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	1472	11/20/17	Water Cell	16.04			5210 502 430515	347	101000
	2195	11/20/17	Roaming	82.44			1000 155 430950	347	101000
	7857	11/20/17	Sewer	19.20			5310 503 430620	347	101000
	1470	11/20/17	Sewer	24.08			5310 503 430620	347	101000
	9101	11/20/17	Schweigert 1/2 Water	31.03			5210 502 430515	347	101000
	9101	11/20/17	Sewer 1/2	31.03			5310 503 430620	347	101000
	6565	11/20/17	Water 1/2	34.53			5210 502 430515	347	101000
	6565	11/20/17	Sewer 1/2	34.52			5310 503 430620	347	101000
	1359	11/20/17	Parks	18.64			1000 155 430950	347	101000
	1823	11/20/17	Street	18.64			2500 151 430220	347	101000
	2197	11/20/17	Animal Control	74.44			1000 154 440640	347	101000
	2196	11/20/17	Street	84.43			2500 151 430220	347	101000
	9008	11/20/17	Code Enforcements	18.64			1000 143 420403	347	101000
	7258	11/20/17	Building	21.73			1000 143 420403	347	101000
	7422	11/20/17	City Manager	67.06			1000 122 411300	347	101000
	8155	11/20/17	Rec. Dept.	74.44			1000 109 460449	347	101000
	2233	11/20/17	ATS	59.06			1000 109 460449	347	101000
	9870	11/20/17	ATS	74.44			1000 109 460449	347	101000
	9535	11/20/17	Pool	18.64			1000 109 460449	347	101000
	2053	11/20/17	Fire Cheif	59.06			1000 141 420400	347	101000
	8678	11/20/17	Medic 2	18.64*			5510 142 420730	347	101000
	9928	11/20/17	Fire & Rescue	42.52			1000 141 420400	347	101000
	9929	11/20/17	Fire & Rescue	42.52			1000 141 420400	347	101000
	8255	11/20/17	Fire & Rescue	42.52			1000 141 420400	347	101000
	8268	11/20/17	PW Eng - Whitman 1/2	29.53			5210 502 430515	347	101000
	8268	11/20/17	PW Eng - Whitman 1/2	29.53			5310 503 430620	347	101000
	2470	11/20/17	Transfer Station	23.83			5410 504 430820	347	101000
	6314	11/20/17	Scale House	18.66			5410 504 430820	347	101000
	0509	11/20/17	Solid Waste - Van	69.05			5410 504 430820	347	101000
	5246	11/20/17	Tom's Ipad	30.02*			5210 503 430515	347	101000
	5022	11/20/17	WWTP - Dan	59.06			5310 503 430620	347	101000
	8119	11/20/17	WWTP - Pager	18.64			5310 503 430620	347	101000
34386		162	CENTURYLINK	221.01					
	0082	11/16/17	City Shop 50%	30.70			2500 151 430220	343	101000
	0082	11/16/17	City Shop 12%	7.37			5310 503 430620	343	101000
	0082	11/16/17	City Shop 38%	23.32			5410 504 430820	343	101000
	0083	11/16/17	Building Dept.	159.62			1000 143 420403	343	101000
34387		3633	BILLING DOCUMENT SPECIALISTS	70.00					
	44526	11/30/17	Online Monthly Maintenance	23.33*			5210 502 430570	213	101000
	44526	11/30/17	Online Monthly Maintenance	23.33			5310 503 430670	213	101000
	44526	11/30/17	Online Monthly Maintenance	23.34*			5410 504 430870	213	101000

12/13/17
15:05:30

CITY OF LIVINGSTON
Claim Approval List
For the Accounting Period: 12/17

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Report ID: AP100

Operating Cash
* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34388	1	12/01/17 2017 Mail Ballot Election	1553 PARK COUNTY CLERK & RECORDER	8,911.44 8,911.44			1000 105 410600	330	101000
34389	IN5320	12/01/17 Monthly subscription - Jan.	3248 AGENDA PAL	150.00 150.00*			1000 101 410130	333	101000
34390	198109 198897	11/07/17 37% Janitorial supplies 11/20/17 37% Janitorial supplies	63 HOUSE OF CLEAN	136.73 65.19 71.54			1000 121 411230 1000 121 411230	231 231	101000 101000
34391	1028 1028 1028 1028 1028 1028	11/28/17 City phones 11/28/17 Fire 50% phones 11/28/17 Amb 50% phones 11/28/17 Police phones 11/28/17 Dispatch phone 11/28/17 37% Misc Maint Supplies	272 PARK COUNTY	550.76 105.00 47.48 47.47* 77.11 35.22 238.48			1000 122 411300 1000 141 420400 5510 142 420730 1000 131 420100 2300 132 420160 1000 121 411230	343 343 343 350 343 365	101000 101000 101000 101000 101000 101000
34392	21752667	12/04/17 Copier lease	1783 J & H OFFICE EQUIPMENT	275.29 275.29			1000 123 411700	368	101000
34393	031770010	11/30/17 Station Supplies	14 SHOPKO STORES, LLC	19.99 19.99*			5510 142 420730	220	101000
34394	34274	12/02/17 Light Bulbs (M4)	3659 RIVERSIDE HARDWARE LLC	11.98 11.98*			5510 142 420730	230	101000
34395	1558113841	12/02/17 Repair Supply	2437 O'REILLY AUTOMOTIVE, INC	9.18 9.18			1000 141 420400	232	101000
34396	89030653 89062566	11/30/17 Patient Supplies 11/30/17 Patient Supplies	55 LIVINGSTON HEALTH CARE-MEMORIAL	293.16 29.32 263.84			5510 142 420730 5510 142 420730	235 235	101000 101000
34397	B42716	11/30/17 Cleaning Supply	26 LIVINGSTON ACE HARDWARE -	11.99 11.99*			5510 142 420730	220	101000
34398	20279078 20279078	12/01/17 Fuel - November 12/01/17 Fuel - November	2671 COMDATA	1,650.34 1,315.49 334.85			5510 142 420730 1000 141 420400	236 236	101000 101000

12/13/17
15:05:30

CITY OF LIVINGSTON
Claim Approval List
For the Accounting Period: 12/17

Page: 7 of 15
Report ID: AP100

Operating Cash
* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34399	711	12/01/17	3350 DEPARTMENT OF PUBLIC HEALTH & License Renewal 1/18-12/19	35.00 35.00*			5510 142 420730	220	101000
34400	38697	11/30/17	54 GATEWAY OFFICE SUPPLY Office Supplies	5.00 5.00			1000 141 420400	210	101000
34401	17-18	11/30/17	2951 MT LAW ENFORCEMENT TESTING Annual Membership Fee	14.00 14.00			1000 131 420100	334	101000
34402	380349	12/01/17	3376 TRANSUNION RISK & ALTERNATIVE investigative research	25.00 25.00			1000 131 420100	350	101000
34403	20279069	12/01/17	2671 COMDATA Fuel Police Dept.	1,670.33 1,670.33			1000 131 420100	236	101000
34404	82698723 82698722	11/29/17 11/29/17	2662 BOUND TREE MEDICAL, LLC IV Warmer Patient Supplies	776.55 559.99 216.56			5510 142 420730 5510 142 420730	235 235	101000 101000
34405	89003258	11/29/17	55 LIVINGSTON HEALTH CARE-MEMORIAL Patient Supplies	9.42 9.42			5510 142 420730	235	101000
34406	38653 38683	11/28/17 11/30/17	54 GATEWAY OFFICE SUPPLY Office Supplies Office Supplies	20.99 11.10 9.89			1000 141 420400 1000 141 420400	210 210	101000 101000
34407	LA11271703 LA11271703	11/27/17 11/27/17	2735 B & B APPLIANCE, LLC Dryer Dryer	725.00 362.50 362.50*			1000 141 420400 5510 142 420730	220 220	101000 101000
34408	B41460	11/28/17	26 LIVINGSTON ACE HARDWARE - Station Bulb	47.96 47.96			1000 141 420400	365	101000
34409	1912396667	11/29/17	23 CARQUEST AUTO PARTS Cleaning Supply	34.18 34.18			1000 141 420400	220	101000
34410	10243922	11/27/17	402 ALPINE ELECTRONICS RADIO SHACK Batteries	19.99 19.99			1000 141 420400	220	101000

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34422	295 BLACK MOUNTAIN SOFTWARE, INC.	23,921.00					
	22867 12/01/17 Annual Software Maintenance	16,967.00*			1000 123 411700	357	101000
	22867 12/01/17 Annual Software Maintenance	1,183.00*			1000 155 430930	357	101000
	22867 12/01/17 Annual Software Maintenance	1,680.68*			5210 502 430570	357	101000
	22867 12/01/17 Annual Software Maintenance	1,680.66*			5310 503 430670	357	101000
	22867 12/01/17 Annual Software Maintenance	2,409.66*			5410 504 430870	357	101000
34423	22 ALL SERVICE TIRE & ALIGNMENT,	250.00					
	53655 12/06/17 Yard dog, trailer blew a tire	250.00			5410 504 430830	362	101000
34424	23 CARQUEST AUTO PARTS	36.30					
	1912397078 12/06/17 Oil filter	35.30			2500 151 430240	232	101000
	191239105 12/06/17 VWS GR5	1.00			5410 504 430830	231	101000
34425	352 HAHN, CRAIG	105.00					
	30059 11/04/17 Safety meeting breakfast	105.00			2500 151 430240	370	101000
34426	424 ENERGY LABORATORIES, INC.	329.00					
	124156 12/06/17 Effluent and instream grab	162.00			5310 503 430640	355	101000
	123421 12/01/17 Composite effluent	167.00			5310 503 430640	355	101000
34427	1390 KEN'S EQUIPMENT REPAIR, INC	10,501.07					
	50033 11/13/17 Roll off	434.25			5310 503 430640	232	101000
	49989 11/14/17 672	67.50			5210 502 430515	362	101000
	49989 11/14/17 672	67.50			5310 503 430625	362	101000
	49892 11/21/17 712	1,354.50			2500 151 430240	362	101000
	49990 11/29/17 532	1,422.75			2500 151 430240	362	101000
	49995 11/15/17 736	3,510.80			2500 151 430240	362	101000
	49996 11/15/17 736	1,605.73			2500 151 430240	362	101000
	49950 11/08/17 Dumptruck	1,906.90			2500 151 430240	362	101000
	49948 11/08/17 Plow freight	131.14			2500 151 430240	362	101000
34428	776 KENYON NOBLE	36.90					
	6290148 11/15/17 Concrete	36.90			2820 210 430240	412	101000
34429	3210 LIVINGSTON LOCKS & CLOCKS	165.00					
	125921 12/06/17 Replace lock on outbuilding	165.00			5310 503 430640	361	101000
34430	10 MOBILE REPAIR & WELDING, INC	211.14					
	28919 12/05/17 Scales	211.14*			5410 504 430830	232	101000

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34431		533 T & E THE CAT RENTAL STORE		33.98					
	42CS043064	11/16/17 Cap fuel		33.98			5310 503 430640	231	101000
34432		1 TECH ELECTRIC, INC		399.36					
	38476	11/30/17 Electrical work at WRF		399.36			5310 503 430640	361	101000
34435		22 ALL SERVICE TIRE & ALIGNMENT,		150.00					
	53619	11/30/17 Installation of backhoe tires		150.00			5410 504 430830	362	101000
34436		728 BRIDGER COMMUNICATIONS		791.53					
	45184	11/21/17 Instalation of radio in vehicle		791.53			5410 504 430830	362	101000
34437		1390 KEN'S EQUIPMENT REPAIR, INC		1,445.60					
	50001	11/17/17 571		765.00*			5410 504 430830	232	101000
	50066	11/28/17 571		680.60			5410 504 430830	362	101000
34438		26 LIVINGSTON ACE HARDWARE -		127.58					
	B45662	12/06/17 Parts		127.58			5210 502 430515	355	101000
34439		2437 O'REILLY AUTOMOTIVE, INC		17.09					
	1558472661	10/26/16 Capsule		17.09*			5210 502 430515	232	101000
34441		1718 SOLID WASTE SYSTEMS, INC.		95.95					
	0101224	11/30/17 Thumb boot		95.95*			5410 504 430830	232	101000
34442		3519 OPPORTUNITY BANK OF MONTANA		1,775.00					
	2018-1	12/08/17 Business Office Rent - January		1,775.00			1000 121 411230	530	101000
34443		117 PARK COUNTY SHERIFF		3,125.00					
	2017-12	12/31/17 MRDTF contribuiton 2nd Qtr		3,125.00*			1000 131 420100	824	101000
34444		3407 LIVINGSTON DAYCARE, LLC		2,700.00					
	12018	12/08/17 Parking Lot Lease 1/18-3/18		2,700.00			1000 121 411230	532	101000
34445		1196 MAILFINANCE		661.53					
	N6877980	12/02/17 Lease postage machine		165.39			5210 502 430570	310	101000
	N6877980	12/02/17 Lease postage machine		165.38			5310 503 430670	310	101000
	N6877980	12/02/17 Lease postage machine		165.38			5410 504 430870	310	101000
	N6877980	12/02/17 Lease postage machine		165.38			1000 123 411700	310	101000

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34446		1783 J & H OFFICE EQUIPMENT		213.00					
	21735733	11/30/17 Canon copier		213.00			1000 123 411700	368	101000
34447		162 CENTURYLINK		389.95					
	6003	11/22/17 Finance Office		389.95			1000 122 411300	343	101000
34448		999999 BENDEN, JULIE		59.55					
	13149	12/05/17 Overpayment Account 00013149		7.94			5210 343021		101000
	13149	12/05/17 Overpayment Account 00013149		7.94			5310 343031		101000
	13149	12/05/17 Overpayment Account 00013149		7.94			5410 343041		101000
	13191	12/05/17 Overpayment Account 00013191		11.91			5210 343021		101000
	13191	12/05/17 Overpayment Account 00013191		11.91			5310 343031		101000
	13191	12/05/17 Overpayment Account 00013191		11.91			5410 343041		101000
34449		34 MOUNTAIN AIR SPORTS		70.80					
	211721	12/01/17 6 Shirts		14.16			1000 155 430950	148	101000
	211721	12/01/17 6 Shirts		14.16			2500 151 430240	148	101000
	211721	12/01/17 6 Shirts		14.16			5210 502 430515	148	101000
	211721	12/01/17 6 Shirts		14.16			5310 503 430625	148	101000
	211721	12/01/17 6 Shirts		14.16			5410 504 430830	148	101000
34450		2830 LEHRKIND'S COCA-COLA		24.75					
	1481365	12/07/17 5 gal big spring		24.75			2500 151 430240	231	101000
34451		147 LIVINGSTON UTILITY BILLING		1,577.10					
	12/05/17	City/County complex		457.63*			1000 121 411230	342	101000
	12/05/17	Parks Garb		281.09			1000 155 430950	342	101000
	12/05/17	Cemetery		19.81			1000 155 430950	342	101000
	12/05/17	Soccer Fieldhouse		41.00			1000 155 430950	342	101000
	12/05/17	Sewer Plant		532.41			5310 503 430640	342	101000
	12/05/17	Street Shop		51.64			2500 151 430220	342	101000
	12/05/17	Street Shop		51.64*			5410 504 430830	342	101000
	12/05/17	Scale House		38.14			5410 504 430820	342	101000
	12/05/17	Utility shop		0.00*			5210 502 430520	342	101000
	12/05/17	Utility shop		0.00			5310 503 430620	342	101000
	12/05/17	Utility shop		0.00			5410 504 430820	342	101000
	12/05/17	City of Livingston Star Rd		46.76*			1000 121 411230	342	101000
	12/05/17	City of Livingston B Street		56.98*			1000 121 411230	342	101000
	12/05/17	110 S. B Street-Irrigation		0.00*			1000 121 411230	342	101000

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34452		3387 J & H, Inc.		68.00					
	517963	11/24/17 Toner Cartridge		105.00			1000 102 410360	368	101000
	517548	11/17/17 Toner Cartridge		105.00			1000 102 410360	368	101000
	121351	11/09/17 Returned Toner Cartridge		-142.00			5410 504 430820	368	101000
34453		102 INDUSTRIAL TOWEL		38.65					
	38575	12/07/17 Rug maint, towels		38.65			1000 121 411230	360	101000
34454		54 GATEWAY OFFICE SUPPLY		21.99					
	38767	12/06/17 Office Supplies		21.99			1000 123 411700	211	101000
34455		22 ALL SERVICE TIRE & ALIGNMENT,		41.00					
	53646	12/05/17 Oil Change		41.00			1000 131 420100	231	101000
34456		3237 WHISTLER TOWING, LLC		275.00					
	16180	11/27/17 Tow 1997 Dodge 1500		75.00			1000 131 420100	350	101000
	16180	11/27/17 Tow Audi A6		75.00			1000 131 420100	350	101000
	7590	12/02/17 Stolen Vehicle		125.00			1000 131 420100	350	101000
34457		294 CHAPPELL'S BODY SHOP, INC.		30.00					
	299	12/01/17 Prepaid Carwash Card		30.00			1000 131 420100	231	101000
34458		3440 CHARTER COMMUNICATIONS		885.12					
	0179878	12/04/17 Internet		354.05			1000 122 411300	346	101000
	0179878	12/04/17 Internet		132.77*			2500 151 430220	346	101000
	0179878	12/04/17 Internet		132.77*			5210 502 430510	346	101000
	0179878	12/04/17 Internet		132.77*			5310 503 430610	346	101000
	0179878	12/04/17 Internet		132.76*			5410 504 430820	346	101000
34459		1554 CTA ARCHITECTS ENGINEERS		587.45					
	133852	11/30/17 Livingston streetscape plan		195.81			2500 151 430240	960	101000
	133852	11/30/17 Livingston streetscape plan		195.82			5210 502 430520	960	101000
	133852	11/30/17 Livingston streetscape plan		195.82			5310 503 430630	960	101000
34460		1783 J & H OFFICE EQUIPMENT		86.92					
	519257	12/08/17 Monthly Copier Maintenance		17.38			1000 106 411030	368	101000
	519257	12/08/17 Monthly Copier Maintenance		17.38			2500 151 430240	368	101000
	519257	12/08/17 Monthly Copier Maintenance		17.38			5210 502 430515	368	101000
	519257	12/08/17 Monthly Copier Maintenance		17.39			5310 503 430625	368	101000
	519257	12/08/17 Monthly Copier Maintenance		17.39			5410 504 430830	368	101000

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34461		26 LIVINGSTON ACE HARDWARE -		47.95					
	B48349	12/11/17 Parts		35.97			5210 502 430515	231	101000
	B46313	12/07/17 Parts		11.98			5210 502 430515	231	101000
34462		45 PACIFIC STEEL & RECYCLING		1,496.84					
	1484542	12/11/17 Formable 400 AR		1,496.84			2500 151 430240	362	101000
34463		3043 STAHL ENGINEERING, INC		1,820.00					
	14	12/07/17 PRV		1,820.00			5210 502 430520	960	101000
34464		3219 GALLATIN SCALES INC		325.00					
	4700	12/07/17 Repair scale at Transfer Stati		325.00			5410 504 430830	361	101000
34465		2086 WASTECO SUPPLY		750.00					
	1765	12/03/17 Poly ring stand leg		750.00			5410 504 430830	231	101000
34466		2768 ACE ROOFING, LLC		157.25					
	R15-1429	11/29/17 37% Roof Repair		157.25			1000 121 411230	365	101000
34467		3042 ARTISTIC LANDSCAPING,LLC		216.45					
	3429	12/06/17 37% Yard Clean Up		216.45			1000 121 411230	360	101000
34468		3023 RICK'S REFRIGERATION, INC.		221.26					
	12302	11/28/17 37% Quaterly Maint.		176.86			1000 121 411230	365	101000
	12303	11/28/17 37% Pulleys		44.40			1000 121 411230	365	101000
34469		3237 WHISTLER TOWING, LLC		75.00					
	16288	12/06/17 Tow 1993 Mercury Sable		75.00			1000 131 420100	350	101000
34470		3387 J & H, Inc.		281.39					
	512736	09/14/17 Canon Copier Lease		47.01			1000 109 460449	368	101000
	515050	10/16/17 Canon Copier Lease		117.54			1000 109 460449	368	101000
	517069	11/09/17 Canon Copier Lease		58.12			1000 109 460449	368	101000
	519455	12/12/17 Canon Copier Lease		58.72			1000 109 460449	368	101000
34471		1522 DAVE'S LOCK & KEY		203.25					
	11724	12/06/17 Police Gun Vault		203.25			1000 131 420100	350	101000
34472		1687 HANSER'S AUTOMOTIVE & WRECKER		90.00					
	22260	12/06/17 Tow 1994 Honda Civic		90.00			1000 131 420100	350	101000

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34473	46934	11/30/17	3348 AMATICS CPA GROUP Audit Work - thru 11/30/17	11,800.00 11,800.00			1000 104 410530	335	101000
34474	3286284	12/06/17	151 NORTHWESTERN ENERGY 101 Star Road	117.84 117.84			1000 121 411230	341	101000
34475	2164	11/27/17	682 CENTRON SERVICES Utility Collections	123.21 41.07			5210 342055		101000
	2164	11/27/17	Utility Collections	41.07			5310 342055		101000
	2164	11/27/17	Utility Collections	41.07			5410 342055		101000
34476	3069	11/27/17	682 CENTRON SERVICES Parking Ticket collections	13.60 13.60			1000 351033		101000
34477	1	12/14/17	3023 RICK'S REFRIGERATION, INC. Civic Center Heater Maint.	250.00 250.00*			1000 109 460442	231	101000
34478	B31847	11/07/17	26 LIVINGSTON ACE HARDWARE - Cleaning Supplies	54.75 54.75*			1000 109 460442	231	101000
34479	1431	11/30/17	3298 EXEC U CARE SERVICES, INC. November Janitorial Services	1,415.41 1,415.41*			1000 109 460442	231	101000
34480	23296	12/01/17	3143 SAFETRAC CDL Services - December	1,343.80 315.00			1000 109 410450	350	101000
	22709	09/01/17	CDL Services - September	315.00			1000 109 410450	350	101000
	22799	08/31/17	Drug Testing Services - August	83.80			1000 109 410450	350	101000
	22916	10/01/17	CDL Services - October	315.00			1000 109 410450	350	101000
	23195	11/01/17	CDL Services - November	315.00			1000 109 410450	350	101000
34481	484	09/05/17	3345 WESTERN SPORT FLOORS, LLC Civic Center Floors	2,274.00 2,274.00*			1000 109 460442	231	101000
34482	14255	12/11/17	999999 KELLIHER, NANCY Overpayment Account 00014255	54.66 18.22			5210 343021		101000
	14255	12/11/17	Overpayment Account 00013149	18.22			5310 343031		101000
	14255	12/11/17	Overpayment Account 00013149	18.22			5410 343041		101000
34483	0179860	12/04/17	3440 CHARTER COMMUNICATIONS 110 S. B internet	885.12 885.12			1000 122 411300	346	101000

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34484		3440 CHARTER COMMUNICATIONS		3,117.34					
	0179852	12/04/17 414 E. Callender Internet		3,117.34			1000 122 411300	346	101000
34485		2501 D.W. BURNS PLUMBING & HEATING		38.85					
	14940	10/23/17 37% Flush Valve Repair		38.85			1000 121 411230	365	101000
34486		26 LIVINGSTON ACE HARDWARE -		4.99					
	B40020	11/25/17 Bathroom Repair		4.99			1000 141 420400	365	101000
34487		2662 BOUND TREE MEDICAL, LLC		334.43					
	82707642	12/07/17 Patient Supplies		334.43			5510 142 420730	235	101000
34488		2595 TOWN & COUNTRY FOODS -		6.00					
	8236002	12/07/17 Supplies for Hiring Process		6.00*			1000 141 420400	370	101000
34489		55 LIVINGSTON HEALTH CARE-MEMORIAL		180.79					
	17132	12/07/17 Patient Supplies		180.79			5510 142 420730	235	101000
34490		55 LIVINGSTON HEALTH CARE-MEMORIAL		42.05					
	17131	12/05/17 Patient Supplies		42.05			5510 142 420730	235	101000
34491		1396 WESTERN DRUG		65.39					
	156177	12/07/17 Blood Glucose Test Strips		65.39			5510 142 420730	235	101000
34492		402 ALPINE ELECTRONICS RADIO SHACK		69.47					
	10244132	12/04/17 IV Warmer Repair Supply		3.49*			5510 142 420730	230	101000
	10244129	12/04/17 IV Warmer Repair Supply		65.98*			5510 142 420730	230	101000
34493		2657 ROTO-ROOTER - BOZEMAN		175.00					
	65993	12/01/17 Unclog Bathroom Drains		175.00			1000 141 420400	365	101000
34494		776 KENYON NOBLE		684.47					
	6312742	12/01/17 Station 2 Project		35.99			5510 142 420730	940	101000
	6315083	12/05/17 Station 2 Project		593.75			5510 142 420730	940	101000
	6323142	12/09/17 Station 2 Project		54.73			5510 142 420730	940	101000
34495		26 LIVINGSTON ACE HARDWARE -		27.70					
	B39244	11/24/17 Station 2 Project		27.70			5510 142 420730	940	101000

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34496	3040 MIDWAY RENTAL, INC. 5-52852 11/27/17 Saw Repair	17.75 17.75			1000 141 420400	360	101000
34497	54 GATEWAY OFFICE SUPPLY 38825 12/11/17 Office Supplies	19.45 19.45			1000 141 420400	210	101000
34499	3184 MASTERCARD	15,748.17					
	Hahn 11/09/17 Grip Studs	170.10*			5410 504 430830	232	101000
	Schweigert 11/03/17 Midwest Instrument	1,003.11			5310 503 430640	255	101000
	Schweigert 11/03/17 Midwest Instrument	1,003.10			5210 502 430520	981	101000
	Schweigert 11/17/17 Dustin Simmons Snap On	112.95			5210 502 430515	231	101000
	Schweigert 11/17/17 Pacific Hide & Fur	100.41			5210 502 430515	231	101000
	Johnson 11/16/17 Challenge Coins Plus	441.00			1000 131 420100	350	101000
	Johnson 11/30/17 CMI Inc.	199.09			1000 131 420100	220	101000
	Grady 11/02/17 Livingston Ace Hardware	26.99			2220 201 460100	210	101000
	Grady 11/06/17 Stamps.com	100.00			2220 201 460100	310	101000
	Grady 11/14/17 Stamps.com	15.99			2220 201 460100	310	101000
	Grady 11/24/17 USPS	43.20			2220 201 460100	310	101000
	Schneider 11/06/17 MT Gov Online	26.75			1000 155 460430	393	101000
	Schneider 11/25/17 Zoro Tools	27.47			1000 155 460442	231	101000
	MacInnes 11/02/17 Napa Horizon Auto - Def Flui	23.38*			5510 142 420730	220	101000
	MacInnes 11/06/17 Livingston Ace - Fuel Additi	103.08			1000 141 420400	220	101000
	MacInnes 11/06/17 Livingston Ace - Fuel Additi	103.08			1000 141 420400	220	101000
	MacInnes 11/06/17 Livingston Ace - Credit	-103.08			1000 141 420400	220	101000
	MacInnes 11/06/17 Napa Horizon Auto -Wiper Flu	25.74*			5510 142 420730	220	101000
	MacInnes 11/14/17 Medwrite October	4,914.66			5510 142 420730	350	101000
	MacInnes 11/30/17 Balco Uniform - Name Badge	21.90			1000 141 420400	220	101000
	Harrington 11/16/17 Best Practice Medicine-Tui	75.00			5510 142 420730	380	101000
	Lowy 11/15/17 Getsling.com - Time System	10.50			1000 109 410450	255	101000
	Lowy 11/24/17 Home Depot R&M CC Kitchen	354.86*			1000 109 460442	231	101000
	Lowy 11/27/17 USPS - Office Supplies	29.40			1000 109 460449	336	101000
	Hoffman 11/01/17 Amazon	223.48			1000 123 411700	211	101000
	Johansson 11/07/17 Skillpath National	29.80			1000 155 430950	380	101000
	Johansson 11/07/17 Skillpath National	29.80			2500 151 430240	380	101000
	Johansson 11/07/17 Skillpath National	29.80			5210 502 430510	380	101000
	Johansson 11/07/17 Skillpath National	29.80			5310 503 430625	380	101000
	Johansson 11/07/17 Skillpath National	29.80			5410 504 430830	380	101000
	Johansson 11/08/17 MSU Northern Tuition	300.00			5210 502 430515	380	101000
	Johansson 11/14/17 Staples	6.29			1000 155 430100	220	101000
	Johansson 11/14/17 Staples	6.29			2500 151 430220	200	101000
	Johansson 11/14/17 Staples	6.30			5210 502 430510	220	101000
	Johansson 11/14/17 Staples	6.30			5310 503 430610	210	101000
	Johansson 11/14/17 Staples	6.30			5410 504 430810	210	101000
	Johansson 11/14/17 Costco	62.80			1000 106 411030	200	101000

12/13/17
15:05:30

CITY OF LIVINGSTON
Claim Approval List
For the Accounting Period: 12/17

Page: 17
Report ID: AP100

Operating Cash
* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
		Johansson 11/14/17	Costco	62.80			1000	155	430100	220		101000
		Johansson 11/14/17	Costco	62.80			2500	151	430220	200		101000
		Johansson 11/14/17	Costco	62.80			5210	502	430510	220		101000
		Johansson 11/14/17	Costco	62.80			5310	503	430620	220		101000
		Johansson 11/14/17	Costco	62.80			5410	504	430820	220		101000
		Johansson 11/14/17	Costco	15.99			1000	106	411030	200		101000
		Johansson 11/14/17	Amazon	13.24			1000	155	430100	220		101000
		Johansson 11/14/17	Amazon	13.25			2500	151	430220	200		101000
		Johansson 11/14/17	Amazon	13.25			5210	502	430510	220		101000
		Johansson 11/14/17	Amazon	13.25			5310	503	430620	220		101000
		Johansson 11/14/17	Amazon	13.25			5410	504	430820	220		101000
		Johansson 11/16/17	Fasteners	226.33			1000	155	460430	231		101000
		Johansson 11/17/17	CEU School	30.00			1000	155	430950	380		101000
		Johansson 11/23/17	Mutt Mitt	1,041.38			1000	154	440640	220		101000
		Johansson 11/28/17	Staples	11.16			5210	502	430510	220		101000
		Fetterhoff 11/07/17	Stamps.com - Postage	24.99			1000	123	411700	310		101000
		Fetterhoff 11/10/17	Rocky Mountain Print	259.06*			5210	502	430570	213		101000
		Fetterhoff 11/10/17	Rocky Mountain Print	259.05			5310	503	430670	213		101000
		Fetterhoff 11/10/17	Rocky Mountain Print	259.05*			5410	504	430830	213		101000
		Fetterhoff 11/14/17	MT Gov Online	560.00*			5410	504	510700	540		101000
		Fetterhoff 11/23/17	Fiesta En Jalisco	56.35			1000	104	410550	380		101000
		Kardoes 11/13/17	PFL	1,016.60*			1000	109	460449	320		101000
		Whitman 11/14/17	Pelican Phone Cases	29.99			5210	502	430510	220		101000
		Whitman 11/14/17	Pelican Phone Cases	30.00			5310	503	430610	210		101000
		Chambers 11/01/17	Amazon - Office SUppl	54.98			1000	141	420400	210		101000
		Chambers 11/08/17	Amazon - Light Bulbs	89.22			1000	141	420400	365		101000
		Chambers 11/17/17	Office Depot	82.97			1000	141	420400	210		101000
		Chambers 11/21/17	Knox Company	336.00			1000	155	460430	231		101000
		Tarr 11/03/17	Amazon	57.76			1000	109	460449	226		101000
		Tarr 11/04/17	Amazon	139.70			1000	109	460449	226		101000
		Tarr 11/03/17	Town & Country	9.00			1000	109	460449	226		101000
		Tarr 11/04/17	Amazon	10.01			1000	109	460449	226		101000
		Tarr 11/04/17	Amazon	59.00			1000	109	460449	226		101000
		Tarr 11/04/17	Amazon	17.88			1000	109	460449	226		101000
		Tarr 11/05/17	Amazon	27.59			1000	109	460449	226		101000
		Tarr 11/05/17	Amazon	28.75			1000	109	460449	226		101000
		Tarr 11/05/17	Amazon	34.64			1000	109	460449	226		101000
		Tarr 11/04/17	Gopher Sport	642.36			1000	109	460449	226		101000
		Tarr 11/06/17	Gopher Sport	319.97			1000	109	460449	226		101000
		Tarr 11/08/17	Town & Country	11.93			1000	109	460449	226		101000
		Tarr 11/14/17	Shopko	35.93			1000	109	460449	226		101000
		Tarr 11/15/17	Amazon Refund	-6.99			1000	109	460449	226		101000
		Tarr 11/30/17	Facebook	1.84			1000	109	460449	336		101000

of Claims 142 Total: 236,184.10

Backup material for agenda item:

C. CONSENT - Ratify Claims

12/13/17
14:55:47

CITY OF LIVINGSTON
Claim Details by Fund, Account
For the Accounting Period: 12/17

Page: 1 of 1
Report ID: AP100Z

For Doc # = 34362

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
5210 WATER OPERATING	343021 METERED WATER SALES	1157 U.S. POSTAL SERVICE	Postage for Monthly	1,670.00
			Total for Fund:	1,670.00
5310 SEWER OPERATING	343031 SEWER SERVICE CHARGES	1157 U.S. POSTAL SERVICE	Postage for Monthly	1,668.30
			Total for Fund:	1,668.30
5410 SOLID WASTE	343041 GARBAGE COLLECTION CHARGE	1157 U.S. POSTAL SERVICE	Postage for Monthly	1,661.70
			Total for Fund:	1,661.70
			Total:	5,000.00

12/13/17
14:56:22

CITY OF LIVINGSTON
Claim Details by Fund, Account
For the Accounting Period: 12/17

Page: 1 of 1
Report ID: AP100Z

For Doc # = 34434

Fund	Department Name (Account)	Vendor #/Name	Description	Amount
2310 TAX INCREMENT DISTRICT -	470300 ECONOMIC DEVELOPMENT	999999 BOB'S OUTDOOR, INC.	URA Grant	8,800.00
			Total for Fund:	8,800.00
			Total:	8,800.00

Backup material for agenda item:

- A. RESOLUTION NO. 4769 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ESTABLISH A "SAFE AND ACCESSIBLE STREETS" POLICY.



Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Resolution 4769

Requested by: Michael J. Kardoes, City Manager

Date of First Consideration/Status: December 19, 2017, Approval to generate a "Safe and Accessible Streets Policy" for the City of Livingston

Purpose of Legislation: Approval for the City Administration to work with the Active Transportation Coalition, other Civic Groups, and general public involvement to generate a "Safe and Accessible Streets" policy to ultimately present to the City Commission.

Statutory Authority/Reference: Approval to generate a Safe and Accessible Streets policy

Background: The Active Transportation Coalition attended the BACI (Building Active Communities Institute) in May in Butte, Montana. The Coalition identified two goals while attending the conference. The goals are to create an outreach action plan and develop a Safe and Accessible Streets policy draft for recommendation to the City of Livingston City Commission and Park County Commission.

Staff Recommendation: The City Manager recommends approving the Resolution of Intent to draft a Safe and Accessible Streets policy.

Fiscal Impact: There is no direct fiscal impact for drafting this policy. All stipulations can be accomplished using City Staff time and materials.

Regulatory Impact (local): None at this time. There may be a regulatory impact if the policy is adopted by the City Commission

Attachments: Safe and Accessible Streets Policy Outline

RESOLUTION NO. 4769

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ESTABLISH A “SAFE AND ACCESSIBLE STREETS” POLICY.

WHEREAS, the City of Livingston would like to improve city streets and sidewalks to make walking and bicycling more convenient; provide increased access to jobs, retail, and schools; improve pedestrian and vehicular safety; and improve transportation options that promote a healthy lifestyle; and;

WHEREAS, establishing a "Safe and Accessible Streets" policy, outline attached hereto as Exhibit A would help those tasked with planning design and implementation to meet the needs in our community, and;

WHEREAS, safe and usable streets are essential in providing safe routes to school for children;

WHEREAS, a "Safe and Accessible Streets" program will include consideration of all aspects of transportation needs outlined by the City in street rehabilitation or construction designs, and;

WHEREAS, a well-designed transportation network will provide improved consideration for safety for residents who choose an alternative mode of transportation methods, and;

WHEREAS, the "Safe and Accessible Streets" policy conforms and supports the City's Growth Policy and implementation of goals and objectives, and the policy supports the City's Capital Improvement Plan.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Livingston, Montana, as follows:

That the City of Livingston intends to establish a “Safe and Accessible Streets” policy for the City of Livingston, Montana.

BE IT FURTHER RESOLVED that a public hearing on the intent to adopt the City of Livingston “Safe and Accessible Streets” Policy be held at 6:30 p.m. on January 2, 2018, in the Community Room of the City-County Complex, 414 East Callender Street, Livingston, Montana.

BE IT FURTHER RESOLVED that the notice of the public hearing attached hereto as Exhibit B be published in accordance with law.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this _____ day of December, 2017.

JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
City Attorney

Safe and Accessible Streets Policy Outline

Vision/Intent

The City of Livingston is considering a Safe and Accessible Streets Policy to develop safe, reliable, efficient, integrated, and connected multimodal transportation system that promotes access, mobility, and safe alternatives for all users.

All Users and Modes

The City of Livingston will endeavor to ensure the safety and convenience of all users of the transportation system are accommodated, including pedestrians, bicyclists, transit riders, people of all ages and abilities, motorist, emergency responders, freight providers, and adjacent land users. When there are conflicting needs among users and modes, the following prioritization will apply:

1. safety is the primary concern, followed by mobility;
2. among modes, pedestrians shall come first citywide, followed by the next most vulnerable types of users; and finally,
3. seek balance among all modes involved.

It is recognized that all modes cannot receive the same type of accommodation and space on every street, but the overall goal is that everyone can safely, comfortably, and conveniently travel through the City of Livingston.

Projects and Phases

The City of Livingston will take into consideration the opportunity to create safer and more accessible streets for all users during transportation improvement projects. This may include, but is not limited to: planning, programming, design, right-of-way acquisition, construction, construction engineering, reconstruction, operation, and maintenance. Other changes to transportation facilities on streets and rights-of-way, including capital improvements, re-channelization projects, and major maintenance may also be included where appropriate.

Under this policy, permit application for updates to sidewalk, curb, gutter, and street improvements, or for new development, need to demonstrate compliance with this policy.

Policy Elements

The City of Livingston will work with the Active Transportation Coalition and other interested groups through the public involvement process to define the policy elements specific to the City of Livingston. These elements will refine the vision, provide clear direction and intent, are accountable to the community's needs, and grant the flexibility in design and approach necessary to secure an effective "Safe and Accessible Street" policy process and outcome.

NOTICE

A public hearing will be held by the City Commission of Livingston, Montana, on January 2, 2018, at 6:30 p.m. in the Community Room of the City County Complex, 414 East Callender Street, Livingston, Montana, on Resolution No. 4769 entitled A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, OF ITS INTENT TO ESTABLISH A "SAFE AND ACCESSIBLE STREETS" POLICY.

All interested persons are invited to attend and give their comments. For additional information contact Michael Kardoes, City Manager, 414 East Callender Street, Livingston, MT 59047, or by phone at 823-6000.

Publish December 22 and December 29, 2017.

Backup material for agenda item:

- B. RESOLUTION NO. 4770 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR THE NORTHSIDE TRANSPORTATION STUDY.



Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Resolution 4770, 19 Dec 2017

Requested by: Michael J. Kardoes, City Manager

Date of First Consideration/Status: 5 Dec 2017/Ready for final approval

Purpose of Legislation: Finalize the budget for the Northside Transportation Study, authorize the City Manager to sign a professional services agreement with TD&H, and authorize the City Manager to execute the agreement to include use of contingency funds as deemed necessary.

Statutory Authority/Reference: Budget Authority/Formal Contract

Background: After Commission's direction to pursue an extension to Front Street and a separated grade crossing at a location further to the West, the City requested a study proposal from TD&H. After review, the Administration recommends entering in to the included PSA presented.

Staff Recommendation: N/A

Fiscal Impact:

Cost of Proposed Study: \$40,300

Contingency: \$4,000

Total Authorized Cost: \$44,300

Funding Source: Transportation Impact Fees

Regulatory Impact (local): N/A

Attachments:

- Northside Transportation Study Professional Services Agreement
- Fiscal Note
- Previous Traffic Study Graphic
- Potential Cost Savings Memo

References: City Commission Meeting agenda for 5 Dec 2017

RESOLUTION NO. 4770

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR THE NORTHSIDE TRANSPORTATION STUDY.

WHEREAS, the Livingston City Commission desires to pursue an extension to Front Street and a separated grade crossing at a location further to the West; and

WHEREAS, the cost of this Study is estimated to be \$44,300.00 including contingencies; and

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Livingston, Montana, as follows:

On the City of Livingston's behalf, the City Manager is hereby authorized to enter into a professional services agreement with TD&H for the Northside Transportation Study for an amount not to exceed \$44,300.00. The City Manager is hereby authorized to execute this Agreement, including use of the project contingency funds as he deems necessary.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this _____ day of _____, 2017.

JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
City Attorney

Resolution No. 4770

Authorizing the City Manager to enter into a professional services agreement for the Northside Transportation Study.

CITY OF LIVINGSTON FISCAL NOTE

Ordinance #

Resolution #

4770

Fiscal Analysis Assumptions

- A total of \$35,000 was budgeted for this project in the FY 2018 budget.
- It is anticipated that an additional \$9,300 can be obtained through the following budget changes:
 - *\$9,300 in Transportation Impact Fees will move towards this project. (\$233,975 in Fund)

<u>Costs by Object</u>	<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>
Personnel	\$ -	\$ -	\$ -
Operating			
Capital	\$ 44,300		
Debt Service			
 Total Costs	 <u>\$ 44,300</u>	 <u>\$ -</u>	 <u>\$ -</u>

<u>Funding Source</u>	<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>
Fund Name Transportation Impact Fees	\$ 233,975		
(Beginning Balance)			
 Ending Balance	 <u>\$ 189,675</u>	 <u>\$ -</u>	 <u>\$ -</u>

Signature

Date

 12/12/2018

Shannon W. Holmes
Public Works Director

Matt Whitman
Project Manager

Almira Johansson
Administrative Assistant

330 Bennett Street
Livingston, MT 59047
Phone: (406) 222-5667



www.livingstonmontana.org

Tom Schweigert 40
Water / Sewer

Craig Hahn
Streets

Rich Stordalen
Transfer Station

Eric Schneider
Parks

Dan Emter
Waste Reclamation Facility

Memo

TO: Michael Kardoes
FROM: Shannon Holmes
RE: Cost Saving Measure for Northside Transportation Plan

This memo provides information on a potential cost saving measure for the City of Livingston within the scope of work for the Northside Transportation Plan. Keep in mind, TD&H and Bob Marvin will only bill the City of Livingston for the actual labor, equipment and travel costs to complete the scope of work. The contract will not exceed \$44,300.00 without approval from the City Commission.

Due to the complexity of the scope of work for this planning document, there is a limited opportunity for cost savings for this contract. The majority of the work requires a Professional Engineer in Transportation and Civil Engineering to complete the work items.

There is one opportunity for City staff to assist with the work. It is as follows:

1. Traffic Counts – The City of Livingston has used the MioVision cameras from the Montana Department of Transportation in the previous Transportation Study. If they are available, City Staff may have the opportunity to assist with the setup and placement of the Miovision Cameras for this project.

Estimated savings: \$2,500.00

I would be happy to answer any additional questions you might have.

Shannon Holmes
Public Works Director

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2017, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 414 East Callender Street, Livingston, Montana 59047 (hereinafter referred to as the “City”), and THOMAS, DEAN & HOSKINS, INC., a Montana corporation with its principal office located at 1800 River Drive North, Great Falls, Montana 59401 (hereinafter referred to as the “Engineer”; and together with the City, the “Parties”).

RECITALS:

- A. The City desires to complete the project commonly known as the Northside Transportation Plan (the “Project”), which Project requires certain professional engineering design services to be performed in connection therewith.
- B. In September 2015, the City and the Engineer entered into a Professional Services Agreement (the “September 2015 Agreement”) whereby the Engineer agreed to perform Miscellaneous and Tasked Based services for the City.
- C. The City now desires for Engineer to perform such a Task Based service in the form of design for the Northside Transportation Plan and the Engineer desires to perform the services, all according to the terms and conditions set forth below.
- D. The Engineer is engaged in the business of professional engineering, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to design services for the Project and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions contained herein, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.

2. ENGINEER'S SERVICES. City agrees to retain Engineer to perform all services and comply with all obligations specified or indicated in the Scope of Work attached hereto and incorporated herein as **Exhibit A** (collectively, the "Services").
3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement the Engineer agrees that all hiring will be on the basis of merit and qualifications and that the Engineer will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.
4. NATURE OF RELATIONSHIP.
 - a. The Engineer states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Engineer shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Engineer has been and will continue to be free from the control or direction of the City in the performance of this Agreement. The Engineer shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor. Because Engineer is an independent contractor, Engineer is not entitled to any workers compensation or any benefit of employment with the City.
 - b. The Engineer agrees to comply with all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Engineer in performance of this Agreement.
 - c. The Engineer, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned entities and persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

5. COMPENSATION.

- a. For the satisfactory completion of the Services, the City will pay the Engineer a sum not to exceed Forty Thousand and three hundred Dollars (\$40,300.00); provided, however, the Parties may agree to additional compensation in an amount not to exceed Four Thousand and No/100 Dollars (\$4,000.00) in the event presently unforeseen circumstances require Engineer to provide additional services or spend additional time on items not contemplated by this Agreement. Each specific service the Engineer provides under this Agreement, and the maximum amount the City will pay the Engineer for each, is set forth in Exhibit A. The total contract amount is \$44,300.00

- b. The Engineer shall submit an invoice every month if it has provided the City with Services during the preceding month. The invoices will include charges for the Services actually performed during the associated billing period. The invoices shall include, at a minimum, the following information: (i) a clear description of the tasks performed; (ii) identification of the project with which all charges are associated; (iii) the contracted dollar amount for the Services, if applicable; (iv) the Services completed to date for the associated project; and (v) the Services that remain to be completed for the associated project. Each invoice shall be accompanied by a monthly summary that provides the following information: (i) all current projects; (ii) the estimated dollar amount of the total project costs for each project; (iii) the amount the City has paid to date on each project; and (iv) the amount the City will likely pay to complete each project shown on that month's invoice.

- c. In connection with obtaining payment under this Agreement, Engineer agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Engineer assumes responsibility for the late filing of a claim.

- d. In the event the Engineer seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Engineer must seek prior written authorization from the City before such expenditure is incurred. If the Engineer fails to obtain prior written authorization, the Engineer shall not be entitled to payment for the unauthorized work, materials or services.

6. ENGINEER'S RESPONSIBILITIES, REPRESENTATIONS AND WARRANTIES.

The Engineer represents and warrants as follows:

- a. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services.
- b. It is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect costs, progress, performance and furnishing of the Services.
- c. It has reviewed and has entered into this Agreement based solely upon its own knowledge, inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.
- d. In connection with the Services, it will exercise the standard of care that is ordinarily used by members of the Engineer's profession practicing under similar conditions at the same time and in the same locality.

7. OWNERSHIP OF DOCUMENTS. All data, information, work in progress, documents, reports, and intellectual property developed in connection with any work under this Agreement, both in hard-copy form and as may be embodied on computer diskettes or similar information recording and storage media, is deemed the City's property and, upon request, shall be delivered to the City. Following the City's acceptance of materials described in this paragraph, the City shall indemnify and hold Engineer harmless for any changes or revisions to the plans and related documents the Engineer prepares under this Agreement that are made without Engineer's knowledge and written consent.

8. TERMINATION OF THIS AGREEMENT.

- a. If the City fails to substantially perform in accordance with the terms of this Agreement, the Engineer shall deliver to the City a written notice specifying the nature of the City's failure to substantially perform. The City shall have a period of ten (10) days after receiving the written notice from the Engineer to cure the failure to perform. If the City fails to cure its failure to perform within the 10-day cure period, the Engineer shall provide the City with a written notice to terminate this Agreement. The Engineer may only terminate this Agreement if it is not at fault for the City's failure to perform. Failure of the City to make payment as provided in

this Agreement shall be considered nonperformance and cause for termination, unless the Engineer is at fault for the City's nonpayment.

- b. The City may terminate this Agreement upon not less than thirty (30) days prior written notice to Engineer. If the City terminates this Agreement for a reason other than fault of the Engineer, the Engineer shall receive compensation for the work/services performed prior to termination, together with reasonable expenses incurred up to the date of termination.

9. LIMITATION OF LIABILITY. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and consultants, to City and anyone claiming by, through, or under City for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Services or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or consultants shall not exceed the total compensation received by Engineer under this Agreement. Similarly, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the City and the City's officers, directors, members, partners, agents, employees, and consultants, to Engineer and anyone claiming by, through, or under Engineer for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Services or the Agreement from any cause or causes, including but not limited to the negligence, strict liability, breach of contract, indemnity obligations, or warranty express or implied of City or City's officers, directors, members, partners, agents, employees, or consultants shall not exceed the total compensation received by Engineer under this Agreement.

10. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, City shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused solely by any negligent act or omission of City or City's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the City with respect to this Agreement or to the Services. Similarly, to the

fullest extent permitted by law, Engineer shall indemnify and hold harmless City and its officers, directors, members, partners, agents, employees, and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Services, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused solely by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Engineer with respect to this Agreement or to the Services.

11. INSURANCE. In addition to any other insurance which Engineer may choose to carry, the Engineer shall, at its sole expense, maintain in effect during the performance of this Agreement all of the following insurance: (a) workers' compensation as required by state law; (b) comprehensive commercial general liability insurance, including personal injury liability, automobile, blanket contractual liability and broad-form property damage liability coverage with a single limit of \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$5,000,000 excess/umbrella liability; (c) professional liability with a limit of \$1,000,000 per claim and \$1,500,000 aggregate made against Engineer for errors or omissions in the performance of this Agreement. Engineer's certificates of insurance are attached hereto and incorporated herein as **Exhibit B**. Any certificates of insurance shall require at least ten (10) days written notice to the City prior to any cancellation, termination, or non-renewal of coverage.
12. COMPLIANCE WITH LAWS. The Engineer agrees it will comply with all federal, state and local laws, rules and regulations.
13. SURVIVAL. All express representations, indemnifications, or limitations of liability made in or given in this Agreement shall survive completion of the Services or the termination of this Agreement for any reason.
14. FORCE MAJEURE. The Parties shall not hold each other responsible for damages or delay in the performance of this Agreement caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
15. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or

upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required, and addressed as follows:

City: City of Livingston
Attn: Shannon Holmes
330 Bennett Street
Livingston, Montana 59047

Engineer: TD&H Engineering
Attn: Keith Waring, P.E.
234 East Babcock Street, #3
Bozeman, Montana 59715

Any change of address shall be made by giving written notice thereof to the other party, providing the new address.

- 16. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
- 17. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
- 18. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties.
- 19. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.

- 20. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

- 21. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of a third party, including contractors, subcontractors or their sureties. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the Engineer or the City from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

- 22. VENUE. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue under this Agreement.

- 23. GOVERNING LAW. This Agreement shall be governed by the law of the State of Montana without respect to its conflicts of law principles.

- 24. LIAISON. The designated liaison with the City is Shannon Holmes, who can be reached at (406) 222-5667. The Engineer's liaison is Keith Waring, who can be reached at (406) 586-0277.

- 25. DISPUTES. It is mutually agreed that the performance or breach of this Agreement and its interpretation shall be governed by the laws of the state of Montana, without regard to its conflicts of law principles.

- 26. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used -- If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the

period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

[Remainder of page intentionally left blank]

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in Livingston, Montana, the day and year first aforementioned herein.

CITY OF LIVINGSTON

**THOMAS, DEAN & HOSKINS, INC.,
a Montana corporation**

Michael J. Kardoes

Name: _____
Its: _____

[Exhibit A]

[Scope and Rate Schedule]

[**Exhibit B**]

[**Certificates of Insurance**]



11 — Intersection Count Number
5,000 — Average Annual Daily Traffic (AADT)

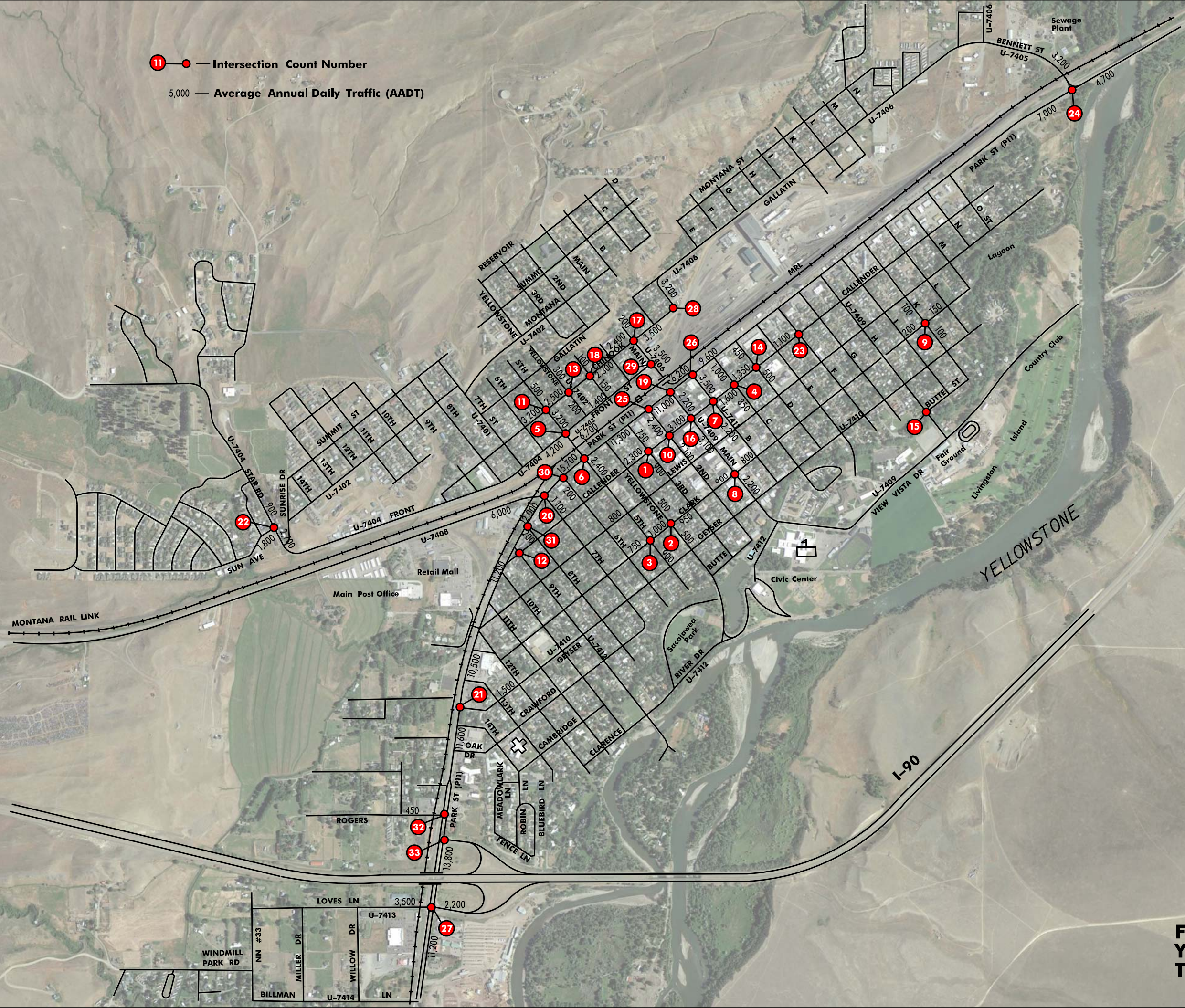


Figure 2.
Year 2017
Traffic Volumes

Backup material for agenda item:

- C. RESOLUTION NO. 4771 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED TO EXECUTE THE CITY MANAGER'S RECOMMENDATION FOR AMENDMENT #2 TO THE WATER RECLAMATION FACILITY PROFESSIONAL SERVICES AGREEMENT WITH AE2S.



Livingston City Commission
LEGISLATIVE ACTION SUMMARY
 Resolution 4771, 19 Dec 2017

Requested by: Michael J. Kardoes, City Manager

Date of First Consideration/Status: 21 Nov 2017, 3rd Time Before Commission

Purpose of Legislation: Approve City Manager’s Recommendation for Amendment #2 to Agreement Between Owner and Engineer for Professional Services dated February 16, 2016 for the Livingston Water Reclamation (WRF) Upgrade Project and Authorize City Manager to sign all documents with AE2S, USDA, and any other parties to implement this recommendation.

Statutory Authority/Reference: Budget Authority

Background: AE2S has submitted a request for increased compensation for changes to funding pursuit and procurement requirements, the procurement of a MPDES permit, design contingencies, or out of scope design tasks, and changes to bidding requirements. The City Commission has reviewed the request at two previous meetings, has received additional information, now is asked to make a final decision on the amendment.

Staff Recommendation: The City Manager recommends approval of portions of the amendment as outlined below in the fiscal impact section.

Fiscal Impact:

	AE2S Request	City Manager Recommendation
Funding Pursuit and Procurement	\$56,000	\$56,000
Procurement of MPDES Permit	\$60,000	\$40,000
Design Contingencies	\$120,000	\$49,000
Bidding Requirements	\$35,000	\$35,000
Total	\$271,000	\$180,000
Impact on Project Contingency		
Starting Contingency		\$985,608
Change Order G-1		\$70,794
Amendment #2		\$180,000
Remaining Contingency		\$734,814

Regulatory Impact (local): N/A

Attachments: AE2S request letter, Public Works Director’s summary of City position

References: City Commission Meeting agendas for 5 Dec and 21 Nov.

RESOLUTION NO. 4771

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS REQUIRED TO EXECUTE THE CITY MANAGER'S RECOMMENDATION FOR AMENDMENT #2 TO THE WATER RECLAMATION FACILITY PROFESSIONAL SERVICES AGREEMENT WITH AE2S.

WHEREAS, AE2S has submitted a request for increased compensation for changes to funding pursuit and procurement requirements, the procurement of a MPDES permit, design contingencies, or out of scope design tasks, and changes to bidding requirements ; and

WHEREAS, AE2S has requested an amount totaling \$271,000 for the above described work, and the City Manager has recommended that the City of Livingston pay 180,000.00 for the work; and

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Livingston, Montana, as follows:

On the City of Livingston's behalf, the City Manager is hereby authorized to sign all documents with AE2S, USDA, and any other required parties to implement this recommendation.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this _____ day of _____, 2017.

JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
City Attorney

Resolution No. 4771

Authorizing the City Manager to sign all documents with AE2S, USDA, and any other required parties to implement this recommendation

October 27th, 2017

Mr. Michael Kardoes
City Manager
414 E Callendar Street
Livingston, MT 59047

Re: AE2S Design Engineering Amendment Request

Dear Mr. Kardoes:

Please consider this request for Amendment No. 2 to the Agreement Between Owner and Engineer for Professional Services dated February 16, 2016 for the Livingston Water Reclamation (WRF) Upgrade Project.

The engineering effort required for engineering and bidding phases exceeded the scope that was budgeted for the project. This caused AE2S to incur expenses over the contract budget. The City of Livingston benefitted a great deal from additional Engineering services that were not included in the original scope of the project because these tasks were not foreseeable at the time of the original scope negotiations. This letter summarizes those additional Engineering items and costs, and explains the benefits the City of Livingston is or will realize as a result. As we have discussed, we are not requesting that the City compensate AE2S for our entire overage on the project, only a portion. We have already written off a substantial amount of our current total overage of \$357,548.

The amendment amount requested is itemized below. Additional detail on each category is provided in the following pages.

Engineering Amendment No. 2 Item		Amendment Requested
1.	Funding Pursuit and Procurement	\$56,000
2.	Procurement of MPDES Permit	\$60,000
3.	Design Contingencies (Out of Scope Design Tasks)	\$120,000
4.	Bidding Requirements	\$35,000
Total Amendment Requested		\$271,000

Funding Pursuit and Procurement

AE2S was originally scoped for \$12,120 for “DEQ, Regulatory and Funding Agency Communications”, with the understanding that the project team would provide some funding procurement assistance to the City. The funding sources at the time our contract was negotiated with the City were TSEP, RRGL and SRF.

AE2S’ involvement in funding pursuit and procurement subsequently grew into providing full funding procurement services, including pursuit of USDA-RD funding. This brought substantial, additional costs to bear for funding procurement services, impacts to the bidding documents and project management and administration. USDA-RD funding in particular is very onerous, requiring us to re-do our contract with the City as well as adding several layers of oversight and paperwork to pre-selection and construction contracts. USDA-RD has also changed its funding compliance requirements twice in the 20 months that we have been working with them, proving to be a moving target.

We estimate that over 500 hours of out-of-scope time was spent on funding procurement activities, funding and regulatory agency communications, and agency compliance (USDA-RD and DEQ) that was not scoped in our original agreement or included in the design contingency. The final result is an outstanding funding package:

- **\$625,000 TSEP grant**
 - The project ranking was improved from un-ranked in 2015 biennium to 12th out of 45 projects in the 2017 biennium.
- **\$1.715MM USDA-RD grant and \$5MM in low interest (1.375%) loan over 40 years.**
 - \$1.715MM in USDA-RD grant is among the highest the program has ever awarded in Montana for water or wastewater infrastructure.
- **\$400,000 in loan forgiveness (grant) from SRF.**

Procurement of MPDES Permit

When AE2S was retained for the design of the WRF Upgrade, the City's Montana Pollutant Discharge Elimination System permit (discharge permit), issued by Montana DEQ, had been expired for over 18 months. Our understanding during the fee estimate negotiation was that DEQ would release the new permit very soon and that it would have a new ammonia limit, but no total nitrogen or phosphorus limits. The City was motivated to move forward with design because DEQ had already informed them that a new ammonia limit was coming, the existing Rotating Biological Contactor's were failing, and the existing disinfection system was not meeting performance criteria.

Our team began preliminary design work in February of 2016, but by April it became apparent that DEQ was not going to issue a permit any time soon, putting further design work at risk. AE2S was told by DEQ that the way to initiate release of a draft permit would be to propose the discharge permit limits in a memorandum, and state that the design would proceed based on the proposed limits unless DEQ provided a new permit within 30 days. AE2S proposed discharge permit limits our team estimated based on DEQ and EPA standards in May.

DEQ responded with a draft permit that included extremely stringent future total nitrogen and total phosphorus limits that would have required a complete change in the design of the City's WRF Upgrade at an increased cost of several million dollars.

AE2S proceeded to negotiate with DEQ on the City's behalf, including: 1) preparation and submittal of a Water Quality Assessment (WQA) in Support of a Mixing Zone to DEQ on the City's behalf, 2) additional permit negotiation meetings and communication 3) preparation of a comment letter during the Public Comment period for the advertised draft permit, and 3) a three-month delay in our preliminary design process. AE2S had already dedicated staff full-time to the project, and we did our best to work only on design tasks that would be necessary regardless of final effluent limits, but inefficiencies over this three-month period were unavoidable. In addition, we had to extend our pre-procurement bidding period for the SBR equipment twice to accommodate the delay in receipt of the final permit.

AE2S' permitting work eventually resulted in a major improvement in the City's effluent discharge requirements, including relaxation of the ammonia limit, and complete removal of total nitrogen and phosphorus limits. We were able to procure a permit that enabled the City to continue to proceed with the already-selected SBR treatment, rather than having to provide nitrogen and phosphorus removal. We estimate that the permitting effort and project delay cost the budget approximately \$60,000. The additional permit negotiations saved the City from potentially millions of dollars in nutrient removal upgrades.

Design Contingencies

It is extremely difficult to develop an accurate scope for a project of this nature (wastewater treatment plant rehabilitation and expansion within existing plant footprint) before engaging in the work. The following design tasks had to be completed but could not have been foreseen prior to starting design.

- **SBR Effluent Equalization** – effluent from SBRs is cyclical, or pulsed. Equalization (storage and pumping) was the original plan, to even out the flows through downstream UV Disinfection. Our work revealed that equalization would substantially increase the cost of the project and make operations more complex. Instead, our team worked to develop a UV design that would accommodate the pulsed flow pattern. This required an estimated \$30,000 of out-of-scope engineering, but resulted in a savings of an estimated \$400,000 of construction for the facilities that would have been required (storage and pumping).
- **Design of WAS Holding Basins** – AE2S proposed thickening of Waste Activated Sludge (WAS) from the SBRs to enable reuse of the existing anaerobic digesters for aerobic digestion. This saved the City from having to have new aerobic digesters constructed. However, the cyclical timing of wasting solids from the SBRs required solids storage upstream of the thickening equipment. We were able to reuse the existing Primary Clarifiers to store solids, which saved approximately \$400,000 for new solids storage tanks. However, this design work cost us an estimated \$25,000 to complete.
- **Reactor and Control Building design modifications** - The original design scope assumed that 1) the new Control Building would be co-located with the sequencing batch reactor basins to enable common wall construction, and 2) that the Control Building would include an Equipment Room, Control Room, Electrical Room and restrooms. These modifications cost the budget approximately \$20,000 to accommodate.
 - 1) As design progressed, it became apparent that siting the reactors and Control Building in the front lawn area would be problematic. Complex, expensive earthwork would be required to coordinate the structures with Bennett Street, and access to the site during construction would have been severely limited. We moved the basins and Control Building at approximately the 50% design stage to the northeast portion of the site, over the existing drying beds. This improved constructability, enabled full site access during construction, and resulted in significantly shorter yard piping lengths between facilities. This move will ultimately save the City construction and long-term O&M costs.
 - 2) After design was begun, the City decided to relocate the WRF laboratory to the new Control Building, put the new standby generator inside, and include a new Shop to replace the existing Shop that is being utilized for WAS Thickening Equipment. An enclosed stair tower also had to be added from the Control Building roof to the SBR deck, due to the height of the SBR basins (which was driven by the high and contaminated groundwater). The laboratory, Standby Generator Room, Shop and Stair Tower were not scoped to be included in the Control Building design, but were added to improve operations and functionality for the City.
- **Reuse and renovation of the existing Anaerobic Digesters for Aerobic Digestion, and retrofit of the Control Building for use as a Solids Processing Building** – Previous engineering work on the project indicated new Aerobic Digesters in the project, due to the existing digesters being undersized. AE2S proposed reuse of the existing Anaerobic Digesters by thickening sludge. This saved the City approximately \$1 million in construction costs, but required detailed engineering to depict the existing structures, piping and equipment accurately for demolition and location of new equipment. We also had

to retrofit a new electrical room in the current Superintendent's office, and add a small building on the side of Aerobic Digester for the new Jet Aeration Mixing Pump. This effort cost approximately \$30,000 more than was foreseeable prior to initiating design.

- **The existing Influent Pump Station ventilation system** – This building was not compliant with current codes, and required a complete replacement to comply with National Fire Protection Agency (NFPA) standards. The building will now be safer and more comfortable for staff to work in, but the need for this work was not known during design contracting. This work cost approximately \$5,000 to complete.
- **State Superfund Site Groundwater Contamination and WRF Upgrade Constructability** –the full impact of the BNSF site contamination on the design scope was underestimated. The original agreement scoped just \$19,846, but this was to provide a Contaminated Soils Work Plan for use during the Geotechnical Investigation. This cost did not include any fees for design impacts or coordination with W&ET and DEQ-Remedial that occurred throughout the winter and spring of 2017, work that required approximately \$10,000 to complete.

Bidding Phase

Due to the additional design contingency items listed above, as well as unforeseen USDA-RD regulations and additional requirements for bidding, the bid phase services was under-scoped. Our contract was for \$45,244. Actual spend for our project team was \$80,357 for an overage of \$35,114.

Summary and Conclusion

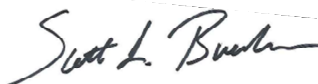
This \$271,000 amendment requested herein for out-of-scope services would increase our total design and bid services fee from \$1.239 million to \$1.51 million. The lowest construction bid received was \$14.785MM. We previously provided the City with “% of construction cost” data on engineering fees (email dated April 4, 2017), despite our mutual acknowledgement of the limitations of using this as a metric. Without this amendment, our fee is just 8.4% of construction, very low for rehabilitation of a wastewater treatment facility. If this amendment is awarded, it would increase the fee to 10.2% of construction, still in the lower range for projects of this nature. We believe this amendment to be justifiable given the project complexity and the outcomes achieved with our additional services.

Viewed another way, the original scope included a \$50,000 design contingency, which represented just 4% of the total design fee estimate (4% contingency). In retrospect this was insufficient given the as-yet to be identified design requirements for a complete, successful project. The \$271,000 increase requested herein would put the design contingency at 21%, a more reasonable amount for a project of this nature and complexity.

Thank you for your time and consideration on this matter. We look forward to continuing to serve you on this landmark project for the City. If you have any questions concerning the information included herein, please contact me at 406-219-2633, on my cell at 406-570-5184, or by e-mail at Scott.Buecker@ae2s.com.

Sincerely,

AE2S



Scott Buecker, PE
Senior Project Manager

Shannon W. Holmes
Public Works Director

Matt Whitman
Project Manager

Almira Johansson
Administrative Assistant

330 Bennett Street
Livingston, MT 59047
Phone: (406) 222-5667



www.livingstonmontana.org

Tom Schweigert
Water / Sewer

Craig Hahn
Streets

Rich Stordalen
Transfer Station

Eric Schneider
Parks

Dan Emter
Waste Reclamation Facility

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Memo

TO: Michael Kardoes
FROM: Shannon Holmes
RE: AE2S Additional Design Fee Request

This memo provides additional information on the Administrations recommendation of \$180,000 of additional design work for the WRF Project.

Funding Pursuit and Procurement:

The City Administration approves 100% or \$56,000 of this requested amount. AE2S was originally scoped for \$12,120 for "DEQ, Regulatory and Funding Agency Communications". The Uniform Application process (SRF and TSEP) required substantial assistance from AE2S to complete. Through this process it was discovered the City was eligible for USDA funding in April 2016. Given the technical complexity of the application and AE2S experience with USDA applications on other projects, the City requested that AE2S lead the USDA-RD funding procurement, which resulted in a major success for the City (\$1.715MM grant and \$5MM in a 40 year 1.375% loan).

Procurement of MPDES Permit

The City Administration approves 67%, or \$40,000 of this requested amount. This is simply a negotiation by the City, and represents our estimate of an approximate breakdown between the effort AE2S directly expended to procure a very favorable permit on behalf of the City, versus claims for "inefficiencies" due to slowdowns the permit uncertainties may have caused the design team.

Design Contingencies

The City Administration approves 41% or \$49,000 of this requested amount. This figure is another reflection of City staff's effort to negotiate with AE2S to a mutually agreeable amount, and was based on the following:

- We concur with AE2S that the following items were not foreseen or fore-seeable during fee negotiations in January of 2016:
 - Mid-design relocation of the Control Building across the site, and the addition of a lab, Shop Area, stair tower and Generator Room to the Control Building (\$20,000)
 - NFPA Code requirements for ventilation improvements in the Influent Pump Station (\$5,000)
 - The magnitude of the contaminated groundwater impacts on design and coordination with WET and DEQ-Remedial (\$10,000)

- We also agree that the effort AE2S spent to compare SBR effluent equalization and pumping to pulsed UV Disinfection operation was innovative, extensive, and resulted in a better overall facility for the City. We do point out that this analysis did also result in reduced design scope for equalization facilities, so we did not feel that the full amendment amount requested by AE2S (\$30,000) was justified. \$14,000 was our counter for this work.
- Conversely, it is our opinion that the need for, and complexity of, waste activated sludge storage (“WAS Holding”), reuse of the Anaerobic Digesters and conversion of the existing Control Building to a Solids Process Building were foreseeable in January of 2016 and were within the spirit of the scope that was negotiated at that time.

Bidding Requirements

The City Administration approves 100% or \$35,000 of this requested amount. Bid-phase services are truly a reaction to the size and complexity of a project. We observed AE2S expended extra effort during the bid phase than was estimated during fee negotiations in January of 2016, for the following reasons:

1. USDA-RD’s onerous bidding regulations
2. An effort to reduce bidding Contractor’s uncertainty surrounding groundwater levels and the DEQ requirement for a groundwater contamination work plan
3. The number of Bid Alternates that were developed (in an effort to give the City flexibility should bidding have exceeded the budget)
4. Extension of the bid period to accommodate bidder’s and potential bidder’s requests
5. A contractor’s bidding market (AE2S accommodated dozens of contractor questions in an effort to maintain interest in the project).

Summary and Conclusion

In short, the \$180,000 recommended by City staff for this amendment represents a good-faith effort on City staff’s behalf to negotiate with AE2S to arrive at an equitable amount of additional pay for service. This negotiation has taken place over several months with several discussions to arrive at this figure.

I would be happy to answer any additional questions.

Shannon Holmes
Public Works Director

Backup material for agenda item:

- D. RESOLUTION NO. 4772 - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR THE CALLENDER AND MAIN STREET CAPITAL IMPROVEMENT PROJECT.



Livingston City Commission
LEGISLATIVE ACTION SUMMARY
Resolution 4772, 19 Dec 2017

Requested by: Michael J. Kardoes, City Manager

Date of First Consideration/Status: 2nd Consideration/Ready for final approval

Purpose of Legislation: Finalize the budget for the Callender and Main Street Capital Improvement Project, authorize the City Manager to sign a professional services agreement with TD&H, and authorize the City Manager to execute the agreement to include use of contingency funds as deemed necessary.

Statutory Authority/Reference: Budget Authority/Formal Contract

Background: The City has requested a construction management proposal from TD&H for Phase I & II of the Downtown Streets Project as well as water projects on 6th & 7th Streets and sewer projects on 9th & 10th Streets. The Commission reviewed the initial proposal during the 5 Dec 2017 meeting and is now provided final products for approval.

Staff Recommendation: N/A

Fiscal Impact:

PSA Contract: \$240,592.64

Contingency: \$24,059.26

Total Authorized Cost: \$264,651.90

See Fiscal Note for More Details

Regulatory Impact (local): N/A

Attachments:

Fiscal Note

Professional Services Agreement

Comparables memo

References: City Commission Meeting agenda for 5 Dec 2017.

RESOLUTION NO. 4772

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LIVINGSTON, MONTANA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT FOR THE CALLENDER AND MAIN STREET CAPITAL IMPROVEMENT PROJECT.

WHEREAS, the Livingston City Commission desires to make improvements to Callender Street and Main Street; and

WHEREAS, the City has requested a construction management proposal from TD&H for Phase I & II of the Downtown Streets Project as well as water projects on 6th and 7th Streets and sewer projects on 9th and 10th Streets; and

WHEREAS, TD&H has proposed a construction management contract with a total cost of \$264,651.90

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Livingston, Montana, as follows:

On the City of Livingston's behalf, the City Manager is hereby authorized to enter into a professional services agreement with TD&H for the Callender and Main Street Capital Improvement Project for an amount not to exceed \$264,651.90. The City Manager is hereby authorized to execute this Agreement, including use of the project contingency funds as he deems necessary.

PASSED AND ADOPTED by the City Commission of the City of Livingston, this _____ day of _____, 2017.

JAMES BENNETT - Chairman

ATTEST:

APPROVED AS TO FORM:

LISA HARRELD
Recording Secretary

JAY PORTEEN
City Attorney

Resolution No. 4772

Authorizing the City Manager to enter into a professional services agreement for the Callender and Main Street Capital Improvement Project.

CITY OF LIVINGSTON FISCAL NOTE

Ordinance # _____
 Resolution # 4772

Fiscal Analysis Assumptions

- A total of \$ 1,310,681 was budgeted for these projects in the FY 2018 budget. Of that total, \$166,000 was budgeted for Engineering Services.
- The Phase II Construction and Engineering Services (\$65,432.40) will be paid out of the FY19 Budget.
- It is anticipated that an additional \$203,000 in the Water Fund and \$159,000 in the Sewer Fund can be obtained by utilizing unspent Capital from the FY17 budget from each respective fund carried forward to FY18.

<u>Costs by Object</u>	<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>
Personnel	\$ -	\$ -	\$ -
Operating			
Capital	\$ 264,652		
Debt Service			
Total Costs	<u>\$ 264,652</u>	<u>\$ -</u>	<u>\$ -</u>

<u>Funding Source</u>	<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>
Fund Name			
Street Maintenance	\$ 81,652		
Water	119,000		
Sewer	64,000		
Total	<u>\$ 264,652</u>	<u>\$ -</u>	<u>\$ -</u>

Signature _____
 Date 12/12/2018

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2017, by and between the CITY OF LIVINGSTON, MONTANA, a municipal corporation and political subdivision of the state of Montana with its principal business office located at 414 East Callender Street, Livingston, Montana 59047 (hereinafter referred to as the "City"), and THOMAS, DEAN & HOSKINS, INC., a Montana corporation with its principal office located at 1800 River Drive North, Great Falls, Montana 59401 (hereinafter referred to as the "Engineer"; and together with the City, the "Parties").

RECITALS:

- A. The City desires to complete the project commonly known as the Callender and Main Street Capital Improvement Project (the "Project"), which Project requires certain Construction Administration services to be performed in connection therewith.
- B. The City will selected a contractor to perform the construction work for the Project, and the City now desires to engage Engineer to perform professional engineering services in the form of Construction Administration.
- C. The Engineer is engaged in the business of professional engineering, independent of the City, and has the manpower, knowledge, expertise, skills, means, tools, licenses, if applicable, and equipment necessary to perform Construction Administration for the Project and is ready, willing and able to undertake and perform the same under the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions contained herein, the Parties agree as follows:

- 1. INCORPORATION OF RECITALS. The above Recitals are true and correct and are fully incorporated into this Agreement as if fully set forth in this Paragraph 1.
- 2. PURPOSE AND SCOPE OF SERVICES. City agrees to retain Engineer to perform all services and comply with all obligations specified or indicated in Exhibit A, which is attached hereto and incorporated herein as if fully set forth in this Paragraph 2, and as set forth and described in the Standard General Conditions of the General Services Agreement the City entered into, or will enter into, with the general contractor for the

Project (the services described in this Paragraph 2 shall be collectively referred to hereinafter as the “Services”).

- 3. NON-DISCRIMINATION. Pursuant to Mont. Code Ann. § 49-3-207, in the performance of this Agreement, the Engineer agrees that all hiring will be on the basis of merit and qualifications and that the Engineer will not be discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

- 4. NATURE OF RELATIONSHIP.
 - a. The Engineer states that it is engaged in an established business or profession which is in no way affiliated with or connected to the City, except by this Agreement and that it uses independent judgment in the performance of services provided hereby free from control or direction of others. The Engineer shall perform the Services as an independent contractor. The Parties agree that the City is only interested in the end result of the Services, not in the method of performance, and as such, the Engineer has been and will continue to be free from the control or direction of the City in the performance of this Agreement.

 - b. Engineer shall not be considered an employee of the City for purposes of tax, retirement system, or social security, FICA withholding, or for any other purpose. Engineers are not subject to the terms and provisions of the City’s personnel policies and may not be considered a City employee for workers’ compensation or any other purpose.

 - c. The Engineer shall not be deemed by virtue of this Agreement nor the performance thereof to have entered into any partnership, joint venture, employer/employee or any other legal relationship with the City besides that of an independent contractor.

 - d. The Engineer, its officers, agents and/or employees shall not have the authority to make representations on behalf of the City, and neither shall the aforementioned persons have the authority to legally bind or otherwise obligate the City to any third person or entity.

 - e. Engineer shall furnish all labor, materials, supplies and incidentals necessary to conduct and complete the Services.

5. ENGINEER'S REPRESENTATIONS AND WARRANTIES. The Engineer represents and warrants as follows:
- a. It and its employees are licensed by the State of Montana as engineers and agree to perform the Services in a professional manner according to the standards of care, skill, knowledge and diligence normally exercised by a professional engineer and in accordance with sound practices. In the event any service is found to be out of conformance with the foregoing standards, the Engineer, at its own expense, shall make such changes, modifications or additions as are necessary to remedy the situation.
 - b. It and its employees possess all of the necessary qualifications, experience, knowledge, tools and equipment to undertake the performance of the Services as set forth in this Agreement.
 - c. It will comply with all applicable laws, rules, ordinances and regulations adopted or promulgated by any governmental agency or regulatory body, whether State, federal or local, and furthermore agrees to assume full responsibility for the payment of all contributions of all federal and state income or other payroll tax or assessment, social security, worker's compensation insurance, unemployment insurance, self-employment tax or any other required deduction or contribution for himself or for any employees engaged by the Engineer in performance of this Agreement.
 - d. It will comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71 of the Montana Code Annotated, and the Occupational Disease Act of Montana, Title 39, Chapter 71 of the Montana Code Annotated, and shall maintain workers' compensation coverage for all members and employees of the Engineer, except for those members who are exempted by law. Engineer shall furnish copies showing proof of workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana or proof of exemption from workers' compensation granted by law for independent contractors. Proofs of coverage are collectively attached to this Agreement as Exhibit B.
 - e. It has reviewed the contract documents related to the Project and this Agreement and has entered into this Agreement based solely upon its own knowledge,

inspection and judgment, and not upon any representations or warranties made by the City or its officers, employees or agents.

6. PAYMENT.

- a. For the satisfactory completion of the Services, the City will pay the Engineer a sum not to exceed Two Hundred Forty Thousand Five Hundred Ninety Two and 64/100 Dollars (\$240,592.64); provided, however, the Parties may agree to additional compensation in an amount not to exceed Twenty Four Thousand Fifty Nine and 26/100 Dollars (\$24,059.26) in the event presently unforeseen circumstances require Engineer to provide additional services or spend additional time on items not contemplated by this Agreement. Each specific service the Engineer provides under this Agreement, and the maximum amount the City will pay the Engineer for each, is set forth in Exhibit A.
- b. The Engineer may submit monthly requests for payment based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period and the total amount being billed.
- c. In connection with obtaining payment under this Agreement, Engineer agrees to familiarize itself with, and agrees to be bound by, the City's claim procedure, including but not limited to deadlines for submitting claims for approval and payment. The Engineer assumes responsibility for the late filing of a claim.
- d. In the event the Engineer seeks payment or compensation for work, materials or services not included in this Agreement and the exhibits hereto, the Engineer must seek prior written authorization from the City before such expenditure is incurred. If the Engineer fails to obtain prior written authorization, the Engineer shall not be entitled to payment for the unauthorized work, materials or services.

7. TERMINATION OF THIS AGREEMENT. The City reserves the right to terminate this Agreement for any and all causes, or for its convenience, at any time upon fifteen (15) days written notice to the Engineer. If termination is effected by the City for default, an equitable adjustment in the fee shall be made, but no amount shall be allowed for anticipated profit or unperformed services. If termination is effected by the City for reasons of convenience, an equitable adjustment in the fee shall be made, including

reasonable profit. The equitable adjustment for any termination shall provide for payment to the Engineer for services rendered and expenses incurred prior to the termination. Upon termination, the Engineer will cease work and deliver to the City all data, design drawings, specifications, reports, estimates summaries and such other information and material accumulated by the Engineer in performing this Agreement whether completed or in progress.

8. OWNERSHIP AND PUBLICATION OF MATERIALS. All documents, design drawings, data, specifications, reports, estimates and such other information and material accumulated or prepared as a result of this Agreement are the property of the City, and the City shall have exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Engineer.
9. INDEMNIFICATION AND HOLD HARMLESS. The Engineer waives any and all claims and recourse against the City, its officers, agents or employees, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the Engineer's performance of this Agreement, except for liability arising out of concurrent or sole negligence of the City or its officers, agents or employees. Further, the Engineer will indemnify, hold harmless, and defend the City, its officers, employees and agents against any and all claims, demands, damages, costs, expenses or liability arising out of the Engineer's performance of this Agreement, except for liability arising out of the concurrent or sole negligence of the City or its officers, agents or employees.
10. INSURANCE. The Engineer will carry a general liability insurance and professional errors and omissions insurance during the term of this Agreement in an amount of not less than One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) per occurrence, and Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) per claim. Copies of certificates of insurance, suitable to the City, shall be filed with the City and are attached hereto and incorporated herein as Exhibit C. The Engineer shall also maintain workers' compensation and unemployment insurance, as well as other insurances as may be required by law for employers, or an exemption from the state of Montana.
11. CONFLICT OF INTEREST. The Engineer covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the Project which would conflict in any

manner or degree with the performance of the Services. The Engineer further covenants that, in performing this Agreement, it will employ no person who has any such interest.

12. NOTICES. All notices or communications required to be given under this Agreement shall be in writing and shall be deemed to have been duly given by personal delivery or upon deposit into the United States Postal Service, postage prepaid, for mailing by certified mail, return receipt required and addressed, to the address set forth in this Agreement. Any change of address shall be made by giving written notice thereof to the other party, providing the new address.
13. MODIFICATION AND WAIVER. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies or rights of the parties hereunder and pursuant to this Agreement.
14. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity of said provision shall not affect the validity of the remainder of this Agreement.
15. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties in respect to the Project and supersedes all prior agreements and understandings between the Parties with respect to the Project.
16. INTERPRETATION. All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted for convenience or reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or section to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and the masculine, feminine or neuter expressions shall be interchangeable.
17. TIME IS OF THE ESSENCE. Time is of the essence in performance of this Agreement.
18. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or

more counterparts have been signed by each of the parties and delivered to the other party.

19. PARTIES IN INTEREST AND ASSIGNMENT. This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of a third party. This Agreement shall not be assigned, or any right or obligation hereunder, in whole or in part, to another without first having prior written consent of the other party. No assignment or transfer of any interest under this Agreement shall be deemed to release the Engineer from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.
20. APPLICABLE LAW AND VENUE. This Agreement and the rights and obligations of the Parties shall be governed by and interpreted in accordance with the laws of the State of Montana. The parties stipulate and agree that the Montana Sixth Judicial District Court, Park County, has proper venue and jurisdiction to resolve all causes of action which may accrue in the performance of this Agreement.
21. LIAISON. The designated liaisons with the City are Shannon Holmes and Matt Whitman, both of whom can be reached at (406) 222-5667. The Engineer's liaison is Keith Waring, who can be reached at (406) 586-0277.
22. ATTORNEY FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.
23. COMPUTING TIME. For the purpose of calculating time under this Agreement, the following computation shall be used: If the period is stated in days or a longer unit of time, exclude the day of the event that triggers the period, count every day, including intermediate Saturdays, Sundays, and legal holidays, and include the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in Livingston, Montana, the day and year first aforementioned herein.

CITY OF LIVINGSTON

THOMAS, DEAN & HOSKINS, INC.,
a Montana corporation

Michael J. Kardoes

Name: _____
Its: _____

[Exhibit A]

[Scope of Services]

City of Livingston
Main, Lewis and Callendar Streets CIP - CA Estimate

Phase I

Inspector	\$61,600.00	50 hrs/wk @ \$77
PM	\$18,400.00	10 hrs/wk @ \$115
KW	\$12,768.00	6 hrs/wk @ \$133
Concrete Testing		
Curb	\$750.00	
Sidewalk	\$1,050.00	
Bidding	\$1,984.00	
Community Meetings	\$1,984.00	
Pre-bid	\$798.00	
Pre-con	\$798.00	
Shop drawings	\$1,064.00	
Nuke	\$4,000.00	
Travel	\$2,800.00	
Cons. Staking	\$16,800.00	
Subtotal	\$124,796.00	
Contingency	\$12,479.60	10%

Phase Total \$137,275.60

Phase II

Inspector	\$30,800.00	50 hrs/wk @ \$77
PM	\$9,200.00	10 hrs/wk @ \$115
KW	\$6,384.00	6 hrs/wk @ \$133
Concrete Testing		
Curb	\$300.00	
Sidewalk	\$600.00	
Nuke	\$2,000.00	
Travel	\$1,400.00	
Cons. Staking	\$8,800.00	
Subtotal	\$59,484.00	
Contingency	\$5,948.40	10%

Phase Total \$65,432.40

CA TOTAL	\$202,708.00
-----------------	---------------------

From our May 10, 2016 letter			
		4% 2017	4% 2018
6th Street Water			
Construction Staking	\$ 3,700.00	\$ 3,848.00	\$ 4,001.92
Construction Inspectio	\$ 34,000.00	\$ 35,360.00	\$ 36,774.40
Record Drawings	\$ 500.00	\$ 520.00	\$ 540.80
Contingency	\$ 3,820.00	\$ 3,972.80	\$ 4,131.71
			\$ 45,448.83

From our May 6, 2016 letter			
Construction Staking	\$ 2,050.00	\$ 2,132.00	\$ 2,217.28
Construction Inspectio	\$ 10,000.00	\$ 10,400.00	\$ 10,816.00
Record Drawings	\$ 150.00	\$ 156.00	\$ 162.24
Resubmit sewer plans to DEQ for expired plans			\$1,800
Contingency	\$ 3,988.35	\$ 1,268.80	\$ 1,499.55
			\$ 16,495.07

Total CA for all tasks			
Phase I CIP			\$ 137,275.60
Phase II CIP			\$ 65,432.40
6th Street Water			\$ 45,448.83
9th and 10th Street Sewer			\$ 16,495.07
		Total	\$ 264,651.90

Construction Estimate			
Phase I CIP			\$ 1,374,778.51
Phase II CIP			\$ 572,519.00
7th Street Water			\$ 300,024.00
6th Street Water			\$ 259,051.00
9th and 10th Street Sewer			\$ 99,512.00
			\$ 2,605,884.51

Inspection fees as a percent of estimated construction 10.2%

Livingston PER 13 Year Capital Improvement Plan
 Construction Estimate at Design Document
 Date: August 2015
 Estimate Based on Design Documents
 Phase 1 - Year 2016
 Callendar St.



Item #	Description	Streets	Water	Sewer	
City of Livingston Costs					
1	Mobilization	\$ 10,801.90	\$ 10,801.90	\$ 10,801.90	
2	Utility Crossing - Protect		\$ 5,000.00	\$ 5,000.00	
3	Traffic Control	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	
4	Sawcutting	\$ 654.00			
5	Exploration Excavations (potholing)		\$ 2,100.00		
6	Demolition Existing Curb & Gutter	\$ 18,640.00			
7	Demolition Existing Asphalt	\$ 31,680.00			
8	Bypass Pumping			\$ 10,000.00	
9	Temporary Water			\$ -	
10	Sewer Main			\$ 24,000.00	
11	Manholes			\$ 3,175.00	
12	Extra Depth Manholes			\$ 7,500.00	
13	Water Main		\$ 90,000.00		
14	12" Storm Sewer	\$ 7,128.33	\$ 7,128.33	\$ 7,128.33	
15	Connect Storm Sewer to Existing	\$ 666.67	\$ 666.67	\$ 666.67	
16	2" Electrical Conduit	\$ 10,000.00			
17	4" Fiber Optic Conduit				\$ 6,500.00
18	Curb and Gutter	\$ 57,050.00			
19	Curb and Gutter - Hand Form	\$ 31,500.00			
20	Curb paint	\$ 2,000.00			
21	Asphalt Pavement (3" Thick)	\$ 146,622.00	\$ 4,668.00	\$ 7,110.00	
22	1.5" Minus Crushed Base (6" Thick)	\$ 49,566.60	\$ 1,400.40	\$ 2,133.00	
23	6" Minus Pit Run (12" Thick)	\$ 44,059.20	\$ 1,244.80	\$ 1,896.00	
24	Callender Road Grade Adjustment Gravel (6" Thick)	\$ 17,100.00			
25	Geotextile	\$ 11,880.00			
26	Striping	\$ 5,000.00			
27	Remove & Replace Signs	\$ 17,250.00			
28	Underground Vault Coordination	\$ -			
29	City Contribution to Underground Vaults	\$ -			
30	Adjust for Inflation (1 years at 4%)	\$ 9,073.60	\$ 9,073.60	\$ 9,073.60	
31	Contingency	\$ 23,591.35	\$ 23,591.35	\$ 23,591.35	
	Subtotal	\$ 497,596.98	\$ 159,008.38	\$ 115,409.18	\$ 778,514.54

Livingston PER 13 Year Capital Improvement Plan
 Construction Estimate at Design Document
 Date: August 2015
 Estimate Based on Design Documents
 Phase 2 - 2017
 Main St. to Lewis St.



Item #	Description	Water	Sewer	Streets	
City of Livingston Costs					
1	Mobilization	\$ 7,101.45	\$ 7,101.45	\$ 7,101.45	
2	Utility Crossing - Protect	\$ 5,000.00	\$ 5,000.00		
3	Traffic Control	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	
4	Sawcutting			\$ 456.00	
5	Exploration Excavations (potholing)	\$ 3,150.00			
6	Demolition Existing Curb & Gutter			\$ 13,720.00	
7	Demolition Existing Asphalt			\$ 19,200.00	
8	Water Main	\$ 48,000.00			
9	Bypass Pumping		\$ 10,000.00		
10	Sewer Main		\$ 32,400.00		
11	Manholes		\$ 3,715.00		
12	12" Storm Sewer	\$ 12,194.00	\$ 12,194.00	\$ 12,194.00	
13	Connect Storm Sewer to Existing	\$ -	\$ -	\$ -	
14	2" Electrical Conduit			\$ 5,850.00	
15	4" Fiber Optic Conduit				\$ 660.00
16	Curb and Gutter			\$ 60,025.00	
17	Curb and Gutter - Hand Form			\$ -	
18	Curb paint			\$ 1,500.00	
19	Asphalt Pavement (3" Thick)	\$ 4,470.00	\$ 3,000.00	\$ 88,530.00	
20	1.5" Minus Crushed Base (6" Thick)	\$ 1,341.00	\$ 900.00	\$ 29,989.00	
21	6" Minus Pit Run (12" Thick)	\$ 1,192.00	\$ 800.00	\$ 26,656.89	
22	Geotextile			\$ 7,200.00	
23	Striping			\$ 2,500.00	
24	Remove & Replace Signs			\$ 6,750.00	
25	Underground Vault Coordination			\$ -	
26	City Contribution to Underground Vaults			\$ -	
27	Adjust for Inflation (1 years at 4%)	\$ 5,965.22	\$ 5,965.22	\$ 5,965.22	
28	Contingency	\$ 15,509.56	\$ 15,509.56	\$ 15,509.56	
	SUBTOTAL ITEMS	\$ 106,423.23	\$ 99,085.23	\$ 305,647.12	\$ 511,815.57

City of Livingston 6th and 7th Street Water Replacement Project
6th Street

3/1/2017

NOTE: Bid shall include all applicable taxes and fees. Measurement and payment shall be as described in the Special Provisions.

ITEM NO	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT	
1	Mobilization (Maximum 5% of Total Bid)	1	LS	\$ 15,500.00	\$ 15,500.00	
2	Overhead Power Line Safety Compliance	1	LS	\$ 1,000.00	\$ 1,000.00	
3	Temporary Utility Pole Support	1	LS	\$ 1,000.00	\$ 1,000.00	
4	Temporary Water Service	1	LS	\$ 10,000.00	\$ 10,000.00	
5	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00	
6	Locate and Protect Public and Private Utilities, Water and Sewer Mains, Service Lines	1	LS	\$ 5,000.00	\$ 5,000.00	
7	Water Main					
	a. 6-inch PVC C900 DR 18	64	LF	\$ 35.00	\$ 2,240.00	
	b. 8-inch PVC C900 DR 18	1356	LF	\$ 38.00	\$ 51,528.00	
8	Ductile Iron Fittings					
	a. Tees	8"x6"	4	EA	\$ 620.00	\$ 2,480.00
	b. Reducers	8"x4"	1	EA	\$ 400.00	\$ 400.00
		8"x6"	1	EA	\$ 400.00	\$ 400.00
	c. Bends	8-inch 45°	4	EA	\$ 400.00	\$ 1,600.00
9	Connect to Existing Water Main	2	EA	\$ 1,500.00	\$ 3,000.00	
10	Gate Valves and Boxes, In Place					
	a. 6-inch	4	EA	\$ 1,500.00	\$ 6,000.00	
	b. 8-inch	4	EA	\$ 2,000.00	\$ 8,000.00	
11	Fire Hydrant with Bollards					
	a. 7.5-foot Bury	2	EA	\$ 4,500.00	\$ 9,000.00	
	a. 8.0-foot Bury	2	EA	\$ 4,500.00	\$ 9,000.00	
12	Remove and Salvage Fire Hydrant	4	EA	\$ 750.00	\$ 3,000.00	
13	Water Service Lines					
	a. 1-inch Diameter	1378	LF	\$ 18.00	\$ 24,804.00	
14	Water Service Lines, Connect to Existing					
	a. 1-inch Diameter	4	EA	\$ 300.00	\$ 1,200.00	
15	Cap Existing Curb Box	4	EA	\$ 250.00	\$ 1,000.00	
16	Abandon Existing Valve Box	4	EA	\$ 200.00	\$ 800.00	
17	4-inch Insulation	12	LF	\$ 15.00	\$ 180.00	
18	Remove and Replace Concrete Sidewalk	413	SF	\$ 15.00	\$ 6,195.00	
19	Remove and Replace Concrete Curb (Straight)	444	LF	\$ 25.00	\$ 11,100.00	
20	Concrete Curb and Gutter	40	LF	\$ 20.00	\$ 800.00	
21	Residential Driveway Approach	345	SF	\$ 10.00	\$ 3,450.00	
22	Pedestrian Ramp	2	EA	\$ 1,000.00	\$ 2,000.00	
23	Remove and Replace Asphalt Pavement	2111	SY	\$ 25.00	\$ 52,775.00	
24	Sawcut Concrete in Street	3592	LF	\$ 2.00	\$ 7,184.00	
24	Remove and Properly Dispose Concrete, 8" Thick	2111	SY	\$ 10.00	\$ 21,110.00	
25	Flowable Fill	20	CY	\$ 90.00	\$ 1,800.00	
26	Clean Up	1	LS	\$ 9,500.00	\$ 9,500.00	
27	Topsoil, Seed and Fertilizing	1	LS	\$ 2,500.00	\$ 2,500.00	
				TOTAL	\$ 328,053.00	

[Exhibit B]

[Work Comp Insurance]

[Exhibit C]

[Other Certificates of Insurance]

Shannon W. Holmes
Public Works Director

Matt Whitman
Project Manager

Almira Johansson
Administrative Assistant

330 Bennett Street
Livingston, MT 59047
Phone: (406) 222-5667



www.livingstonmontana.org

Tom Schweigert 83
Water / Sewer

Craig Hahn
Streets

Rich Stordalen
Transfer Station

Eric Schneider
Parks

Dan Emter
Waste Reclamation Facility

Memo

TO: Michael Kardoes
FROM: Shannon Holmes
RE: Construction Management Role and Fees

This memo provides additional information on the requirements, responsibilities and fee structure associated with Construction Management for Municipal Infrastructure Projects.

Requirements:

For Utility Rehabilitation and Extensions:

The Administrative Rules of Montana (ARM 17.38.101) require water and sewer system improvements be designed by a professional engineer and certify the system was built in conformance with the approved plans and specifications. Montana DEQ requires a "Owner certification that a Professional Engineer will be retained for construction inspection and will certify completion in accordance with the approved plans and prepare as-builts for submittal to the department within 90 days of project completion."

Responsibilities:

1. Serve as an objective, experienced Owner's Representative to protect the Client's and project's best interests first and foremost.
2. Reduce overall project costs, usually well in excess of their fees. Savings include enhanced competitive bidding, contract negotiation, value engineering, reduced change orders, reduction in time, and elimination of unnecessary scope and cost.
3. Centralize communication, acting as project liaison to fully and seamlessly integrate all participants.
4. Advise the Client on retention of the best qualified and appropriate project team.
5. Enhance quality control to reduce potential for defects and poor workmanship.
6. Provide realistic and reliable budgets.
7. Optimize and accelerate the design and construction schedule.

8. Provide cost effective document controls, including contract negotiation and issuance on standard AIA form insurance review, and substantiation of invoices of all project participants to ensure correctness.
9. Protect the Owner from unnecessary liability.
10. Provide management expertise, applying resources wherever needed

Fees:

Based on the complexity of the project, the CM is typically 10-20% of construction costs.

THE COL has historically used a Time and Materials contract: CM bills for labor, equipment and travel based on the actual time worked. This is a direct correlation with the contractor's work schedule for the project.

- In 2015, MDT budgeted for CM as 10% of Construction costs for the 5th and E Street TA Project. Once the project was bid and constructed (\$166,511.32) the CM (\$61,050.77) ended up being 36.6% of construction costs.
- MDT is budgeting for 20% CM on the O Street Trail Project.
- Main Street CIP (Construction \$1,266,281) CM (\$106,128) or 8.4% of Construction cost.
- 2014 CIP (Construction \$803,758) CM (\$74,638) or 9.3% of Construction cost.
- 2015 CIP (Construction \$766,296) CM (\$73,000) or 9.5% of construction cost.
- 2016 CIP **does not include 7th Street water** (Construction Estimate \$2,305,860) CM proposal (\$259,020) or 10.2% of construction cost. This CM will be slightly higher due to the complexity of the project plus the increase in meetings with the Downtown property owners and presentations to the City Commission.
- Lyndsey Volpe, Montana DNRC W2ASACT, stated that typical Construction Management contracts are between 10-12% of the construction costs depending on the complexity of the project. They have seen the CM costs approach 20% in some instances.

I would be happy to answer any additional questions.

Shannon Holmes
Public Works Director