

RESOLUTION NO. 4121

A RESOLUTION APPROVING A TASK ORDER TO KADRMAS, LEE & JACKSON, INC., FOR SERVICES RELATED TO THE DARLING ADDITION STREET AND UTILITIES REHABILITATION PROJECT.

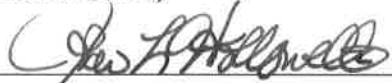
WHEREAS, the City of Miles City requires services related to the Darling Addition Street and Utilities Rehabilitation Project, and has engaged Kadrmas, Lee & Jackson, Inc. (KLJ), a City of Miles City retained engineering firm, for assistance.

AND WHEREAS, pursuant to the procedure for issuing task orders to KLJ, the City desires to issue a Task Orders for the reconstruction of city streets and intersections, water mains, sanitary sewers and storm drain utilities;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The Task Order attached hereto as Exhibit "A" and made a part hereof, is hereby approved by the City of Miles City.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Task Order on behalf of the City of Miles City, and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 26TH DAY OF DECEMBER, 2017.



John A. Hollowell, Mayor

ATTEST:



Lorrie Pearce, City Clerk

Task Order for the City of Miles City

In accordance with Agreement dated September 22, 2015 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: December 26, 2017
- B. Owner: City of Miles City, Montana
- C. Engineer: Kadrmaz, Lee & Jackson, Inc.
- D. Specific Project (title): Darling Addition Street and Utilities Rehabilitation
- E. Specific Project The reconstruction of city streets and intersections, water mains, sanitary sewers and storm drain utilities as shown in Attachment 1 to Exhibit A. The project is located in the Darling Addition of Miles City in the general area between Main Street and Stower Street, and between South Custer Avenue and South Merriam Avenue.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are the services set forth in the following sections:
- Preliminary Design and Report Phase As defined in Exhibit A, A1.02 and A1.03
 - Design Phase To be determined (TBD) by Amendment
 - Bidding or Negotiating Services TBD by Amendment
 - Construction Phase Services TBD by Amendment
 - Post-Construction Phase Services TBD by Amendment
- B. Resident Project Representative (RPR) Services are TBD by Amendment
- C. Other Services

Engineer shall also provide the following services:

Other services are not anticipated, but may be identified in the Preliminary Design and Report Phase or subsequent phases. If other required services are identified, these will be provided only after Owner's written approval.

- D. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

Additional Services that may be authorized or necessary under this Task Order are as follows:

As described in Exhibit A, Part 2. Additional Services require prior written authorization of Owner.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth below:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- E. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- F. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract

Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

- G. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- H. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- I. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Furnish to Engineer data as to Owner’s anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- L. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- M. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- N. Perform or provide the following:
 - 1. Pay all associated costs related to any permit(s) from governmental authorities having jurisdiction to approve work designed or specified by Engineer for this Project.

5. Task Order Schedule

The parties shall meet the following schedule, pending acceptable weather conditions for field work:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Conduct field survey.	Within 45 days of the Effective Date
Engineer	Develop base drawings.	Within 60 days of the Effective Date
Engineer	Furnish four (4) review copies of the Report including the Geotechnical Investigation to Owner.	Within 80 days of the Effective Date
Owner	Submit comments regarding Report to Engineer.	Within 14 days of the receipt of Report from Engineer.
Engineer	Furnish four (4) copies of the final Report to Owner.	Within 10 days of the receipt of Owner’s comments.
Engineer	Design and subsequent Services.	TBD

6. Payments to Engineer

A. Article 7.01 is amended to show the basis of compensation for this Task Order as shown below:

Description of Service	Amount	Basis of Compensation
1. Basic Services		
a. Preliminary Design and Report Phase	\$152,800.00	Hourly Rates, Not-to-Exceed
b. Design Phase	TBD	TBD
c. Bidding or Negotiating Phase	TBD	TBD
d. Construction Phase	TBD	TBD
e. Resident Project Representative *	TBD	TBD
f. Post-Construction Phase	TBD	TBD
g. Other Services	TBD	TBD
TOTAL COMPENSATION (lines above)	\$152,800.00	
2. Additional Services	TBD	Hourly Rates

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

Unless otherwise indicated, compensation items and totals based in whole or in part on Hourly Rates are estimates only. When the basis of compensation above is noted "not-to-exceed" then Engineer will not exceed the amount indicated without Owner's written authorization.

Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 2.01 of the Agreement.

7. Engineer's Consultants retained as of the Effective Date of the Task Order:

None at time of Effective Date, but will retain the services of SK Geotechnical Corporation.

8. Other Modifications to Agreement and Exhibits:

Affirmative Action: This Owner and Engineer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

5.01.H To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Task Order shall be limited to \$500,000 or the total amount of compensation received by Engineer, whichever is greater.

9. Attachments:

Exhibit A – Engineer’s Services

10. Other Documents Incorporated by Reference:

None

11. Terms and Conditions

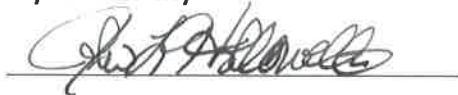
Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is December 26, 2017.

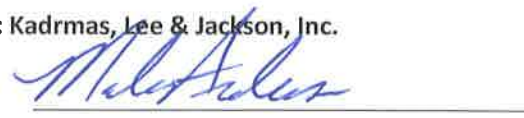
OWNER: City of Miles City

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By:



By:



Print

Name:

JOHN HOLLOWELL

Print Name:

MARK ANDERSON

Title:

MAYOR

Title:

Vice President

Engineer License or Firm’s

Certificate No. (if required):

PEL-EF-LIC-37

State of:

Montana

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Scott Gray

Name:

Carl Jackson

Title:

Public Works Director

Title:

Project Manager

Address:

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Miles City, MT 58301

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Billings MT, 59108-0303

E-Mail

Address:

sgray@milescity-mt.org

E-Mail

Address:

carl.jackson@kljeng.com

Phone:

406-234-3462

Phone:

406-245-5499

EXHIBIT A
Engineer's Services
KLJ Task Order – Darling Addition Street and Utilities Rehabilitation

The Task Order is supplemented to include the following.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Project Scope and Location

- A. This project includes the reconstruction of seven blocks of streets and intersections, reconstruction of four additional intersections, seventeen blocks of water mains, four blocks of sanitary sewers and twelve and a half blocks of storm drain utilities as shown in Attachment 1 to Exhibit A. The project is located in the Darling Addition in the general area between Main Street and Stower Street, and between South Custer Avenue and South Merriam Avenue.
- B. The project is located in Miles City Montana.

A1.02 Preliminary Design and Report Phase

- A. In addition to responsibilities identified in Part 4 of the Task Order, Owner Shall:
 - 1. Provide sanitary sewer, storm drain and water main atlas drawings and maintenance records for the project service area.
 - 2. Determine sizes of water mains, sanitary sewers and storm drains to be designed by Engineer.
 - 3. Provide available sanitary sewer or storm drain CCTV recordings for the project service area.
 - 4. Assist Engineer in opening manholes and catch basins as needed.
 - 5. Clean out manholes and catch basins as needed to facilitate Engineer's assessment.
- B. Engineer Shall:
 - 1. Organize and facilitate kick-off meetings (one each) with Owner and Engineer's project teams to confirm roles, responsibilities and expectations for completing the project.
 - 2. Provide project management services consisting of creating a work breakdown structure and detailed project schedule, creating and implementing a project management plan, facilitating weekly progress meetings and team coordination, reviewing time and expenses and generating monthly invoices, providing routing status updates to Owner, and general overseeing the day-to-day project activities.

3. Provide a Preliminary Design Report (Report) for rehabilitating existing streets, sanitary sewers, storm drains and water mains as indicated in Attachment 1 (project area). Engineer's services specifically include the following:
 - a. Provide a geotechnical investigation, including up to eleven bore holes 10 to 15 feet deep, suitable for the design of the rehabilitations within the project area. The investigation will include evaluation of bearing capacities, corrosion potential, ground water depth, if encountered, and laboratory testing. This investigation will be the basis of pavement design evaluations and used in the determination of suitability for using in situ materials as trench backfill.
 - b. Conduct an inventory of street and curb conditions within the project area and make recommendations for replacement, repairs or areas of no-work. This includes areas where full street reconstruction is not taking place. One (1) day on-site is anticipated to complete this task.
 - c. Inventory storm drain inlets, and sanitary sewer and storm drain manholes within the project area for condition, and recommend structures to be replaced. One (1) day on-site is anticipated to complete this task.
 - d. Evaluate trenchless construction methods to increase storm sewers from 12-inch to 18-inch for the four blocks where only the storm drain is being replaced. Recommend replacement method (trenchless or open cut) for streets that are not scheduled for reconstruction within the project area.
 - e. Research and document existing public and privately-owned utilities, and evaluate if existing or potential conflicts necessitate utility relocation. Prepare for and facilitate one (1) preliminary utility coordination meeting in Miles City with Owner and other utility owners. Provide a written recommendation. Completing a Subsurface Utility Engineering (SUE) survey is not included in this scope of work.
 - f. Identify and analyze requirements of governmental authorities having jurisdiction to approve the Project.
 - g. Develop Engineer's Opinion of Probable Costs for each block of the project area to assist Owner with developing a multi-phase project implementation plan.
 - h. Develop a project implementation outline including phasing and schedules, to represent Owner's direction based on budget considerations.
 - i. Develop a Report to summarize results of preceding activities, identify technical issues requiring further analysis (if any), and make recommendations on design and construction approach, and overall project implementation.
 - j. Organize and facilitate a meeting with Owner to present report findings, outline recommendations and finalize project approach.

A1.03 *Topographic Survey Phase*

A. Owner Shall:

1. Clean out any valve boxes, manholes or catch basins to facilitate the survey of the project area.

2. Mark curb stops, valves, manholes and sewer services throughout the project area.
3. Provide subdivision plats, certificates of survey or similar records already on-file, along with information pertaining to known location of property corner monuments.

B. Engineer Shall:

1. Provide topographic (design) survey for the rehabilitation of the existing streets, sanitary sewers, storm drains and water mains as indicated in Attachment 1. The design survey task will include the following:
 - a. Complete and furnish preliminary ground survey of project limits to include site contours, existing surface features, and above- and below-ground utilities. Topographic survey will generally be bounded within right-of-way limits, and occasionally beyond as needed to verify grades, adjacent features, and structures. The topographic survey will be accomplished by conventional survey methods. Primary horizontal control points will be based on NAD83 (2011); adjustment and elevation will be referenced to NAVD88 vertical datum. Prior to beginning topographic data collection, a level network will be run through all control points. As topographic data is collected an ongoing QC-QA process will verify all data and make sure pertinent features are included on the map.
 - b. Engineer's fee is based on the assumption that the above work will occur over a six (6) week (50 hours per week) period.
2. Provide right-of-way and parcel ownership research and mapping. Research property boundaries based on plats and certificates of survey obtained from public records. The right-of-way survey is projected to include ties only to existing Public Land Survey System monuments and readily identifiable property corners in order to allow survey maps on each side to be computed and attached to the base drawing. This procedure is anticipated to be sufficiently accurate to reasonably determine the existing right-of-way and decide if right-of-way acquisition should be evaluated in greater detail. If acquisition is necessary, subject properties likely will require individual surveys and lot lines verified, the work associated with which is not included in this scope of work and will be addressed as Additional Services.
3. Create a base drawing depicting calculated parcel boundaries, topographic survey data, and record drawings provided by Owner and other utility owners.

A1.04 *Design Phase*

- A. The scope of this phase will be developed based on findings of the Preliminary Design and Report Phase and included by Amendment.

A1.05 *Bidding or Negotiating Phase*

- A. The scope of this phase will be developed based on findings of the Preliminary Design and Report Phase and included by Amendment.

A1.06 *Construction Phase*

- A. The scope of this phase will be developed based on findings of the Preliminary Design and Report Phase and included by Amendment.

A1.07 *Post-Construction Phase*

- A. The scope of this phase will be developed based on findings of the Preliminary Design and Report Phase and included by Amendment.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others, Additional Services of the types listed below.
 - 1. Hydraulic modeling and detailed analyses of the water system and sanitary sewer system, or other tasks required to determine water main and sanitary sewer sizes
 - 2. Hydraulic modeling of the storm drain system, detailed analysis of inlet capacity, evaluating potential overflow routes or flooding, or other tasks required to determine storm drain sizes.
 - 3. Environmental Investigations
 - 4. Vacuum excavation (potholing) to verify underground utility locations and depths.
 - 5. Services resulting from Owner's request to evaluate additional alternative solutions beyond those agreed to in Part 1.
 - 6. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
 - 7. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 - 8. Permit Applications (to be included in future phases)
 - 9. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization - None*