

RESOLUTION NO. R16-64

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH CTA ARCHITECTS ENGINEERS FOR DEVELOPING AMENDED SUBDIVISION REGULATIONS THAT CONFORM TO THE MONTANA SUBDIVISION AND PLATTING ACT.

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

Section 1: Approval. The contract between the City of Laurel and CTA Architects Engineers relating to developing amended subdivision regulations, a copy attached hereto, is hereby approved.

Section 2: Execution. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute the contract on behalf of the City.

Introduced at a regular meeting of the City Council on July 19, 2016 by Council Member Stokes.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 19th day of July, 2016.

APPROVED by the Mayor this 19th day of July, 2016.

CITY OF LAUREL



Mark A. Mace, Mayor

ATTEST:


Shirley Ewan, Clerk/Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

7-19-2016

**CONTRACT FOR PLANNING SERVICES
City of Laurel
CTA Architects Engineers**

THIS CONTRACT is entered into this 19th day of July, 2016, by and between the City of Laurel, Montana ("CITY") and CTA Architects Engineering ("Contractor").

WHEREAS, the Montana Department of Commerce ("the Department") has awarded the CITY a CDBG planning grant for purposes of developing amended subdivision regulations that conform to the Montana Subdivision and Platting Act; and

WHEREAS, the CITY desires to engage the Contractor to perform certain services related to the preparation of subdivision regulation amendments; and

WHEREAS, the CITY has complied with state and federal procurement requirements regarding the selection of contractors,

NOW, THEREFORE, the parties do mutually agree as follows:

1. INDEPENDENT CONTRACTOR. It is understood by the parties hereto that the Contractor is an independent contractor and as such neither it nor its employees, if any, are employees of the CITY for purposes of tax, retirement system, or social security (FICA) withholding.
2. EFFECTIVE DATE AND TIME OF PERFORMANCE. This Contract shall take effect upon execution by the parties and will terminate upon completion of the SCOPE OF SERVICES, which shall be no later than December 31, 2016 unless extended by written agreement.
3. SCOPE OF SERVICES. The Contractor will perform the following services to be performed under the direction of the City of Laurel Planner:
 1. Evaluate the existing code and address a variety of issues including but not limited to: preliminary and final plat submittal requirements, evaluations process and approval procedures as they apply to Laurel and to MT Code Annotated. Determine if new procedures for lot splits, lot line adjustment, lot combinations and minor subdivisions or other similar categories are compliant and efficient. Infrastructure design specifications, minimum requirements for parks and open space dedications requirements; administrative processes, including amendments, variances and appeals; subdivisions for rent or lease; and other subdivision matters that have not been updated since the 2006 revision. If possible cross-reference the zoning regulations for ease of applicant understanding.
 2. Eliminate outdated, unclear, or contradictory language and the need for frequent and extensive interpretations. In the first draft it needs to be clear the existing text and proposed revisions. In some cases, this may involve simple redlining and new text and deleted text. However, it is anticipated some sections may be a rewrite of the total information.
 3. Update terminology and definitions, including exhibits, tables and drawings as necessary to clearly communicate their intent.

4. Review and update application procedures, submittal requirements, and application materials with the intent of streamlining procedural review processes from project submittal through review and approval.
5. Update the format and structure to make document more user friendly by improving the organization, increasing clarity and precision, identifying and removing inconsistencies and redundancies, clarifying how discretionary decisions and interpretations will be made, and include the use of illustrations and other graphics to convey standards if applicable.
6. Ensure consistency with applicable State, City and County laws and regulations.

SCOPE OF WORK

1. Kickoff Meeting. CTA will meet with City staff to begin the process. This meeting will be as soon as possible and will be to discuss an updated approach and timeline since we will be asking the State for an extension on the completion date, prepare a list of needs and other preparation for the project we may have missed in this scope.
2. Preliminary Subdivision Regulations Document Analysis. CTA will need to review and evaluate the Subdivision Regulations, plans and policies and identify conflicts with adopted plans and policies, current laws and statutes and items contrary to recommended best practices. The subdivision regulations will need to be evaluated in terms of format and structure, organization, clarity, consistency, and ease of use. The analysis will be reviewed by City Staff.
3. Joint Meeting. CTA will need to be present for a work session meeting with the Planning Board and any public that attend the advertised public meeting to introduce the update approach and timeline, the analysis, identify additional issues, concerns and desires.
4. Preliminary Summary. CTA will provide a rough draft to City Staff that details the changes proposed for the regulations update.
5. Planning Board. The Planning Board will receive a copy of the rough draft after City Staff has had time to comment and read proposed revisions.
6. Public Presentation. CTA with Staff will hold a public meeting to allow for the public to come and review the document should the community seem interested based on the initial advertisement.
7. CTA will work with Staff to finalize document
8. Planning Board Meeting. CTA will present the final draft document to the Planning Board for comments and recommendation to the City Council.
9. Council Workshop. CTA with Staff will present the regulations to the City Council at a scheduled workshop.
10. Public Adoption. CTA will provide all information and packets for public meetings to the City at least one week prior to public meetings. All drafts and final versions shall include the documents, associated maps, figures, graphics and renderings.

FINAL DELIVERABLES

For the Subdivision Regulations, CTA will produce and provide the following materials

1. Drafts for review:
 - a. Drafts to be provided in Microsoft Word using commonly available fonts
 - b. Maps to be provided in Word and PDF formatted to 11"x17"
 - c. Presentations or slideshows in Microsoft Power Point or PDF
2. Final Document:
 - a. Final regulations provided in paper copy as well as in Microsoft Word and PDF versions in commonly available fonts
 - b. Maps to be provided in Word and PDF formatted to 11"x17"
 - c. Complete database files of any tables/spreadsheets in Microsoft Excel format
 - d. Presentations in Microsoft PowerPoint and PDF forms
 - e. Graphics, drawings and photos in a jpg, png or other file format approved by the City
 - f. All other files or documents, if any, in a format approved by the City.

4. COMPENSATION. For the satisfactory completion of the services to be provided under this Contract, the CITY will pay the Contractor a sum not to exceed \$24,000. This total compensation includes staff time, travel, overhead, and all Contractor expenses related to performing the services under this Contract.

The Contractor may submit periodic 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.

5. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING. The Contractor may not assign, transfer, or subcontract its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the CITY. Any subcontractor or assignee will be bound by the terms and conditions of this Contract.
6. CONTRACT AMENDMENT. Except as otherwise set forth herein, this Contract may not be enlarged, modified, or altered except upon written agreement by all parties to the Contract.
7. CONDITIONAL AGREEMENT. It is expressly understood by the parties hereto that this Contract is dependent and conditioned upon the receipt by the CITY of CDBG funds from the Department and that, in the event said funds are not provided, the CITY incurs no responsibilities or liabilities under this Contract.
8. TERMINATION OF CONTRACT. This Contract may only be terminated in whole or in part as follows:
 - (a) Termination due to loss of funding. The CITY may, at its sole discretion, terminate or reduce the scope of this Contract if available CDBG funding is eliminated or reduced for any reason. If a termination or modification is required, the CITY will, to the extent permitted by available CDBG funds, compensate the Contractor for eligible work elements the Contractor has completed and for approved, eligible, reasonable, and necessary expenses incurred by the Contractor as of the revised termination date. The CITY will give the Contractor written notice of the effective

date of the modification or termination of this Contract and, if a reduction in funding is required, will provide the Contractor with a modified Project budget.

- (b) Termination for cause. The CITY may terminate this Contract for failure of the Contractor, its contractors, or subcontractors to perform or comply with any of the services, duties, terms or conditions contained in this Contract after giving the Contractor written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

In the event of termination due to the Contractor's, its contractors' or subcontractors' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Contractor. However, at its sole discretion, the CITY may approve requests by the Contractor for reimbursement of expenses incurred. The CITY's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Contractor to comply with any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Contractor's control.

9. CONFLICT OF INTEREST. The Contractor stipulates it currently has no interest and will not acquire any interest, direct or indirect, in the CDBG project that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that, in the performing this Contract, it will employ no person who has any such interest.
10. OWNERSHIP AND PUBLICATION OF MATERIALS. All reports, information, data, and other materials prepared by the Contractor pursuant to this Contract are the property of the CITY, and the Department, which both have royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Contractor. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the CITY, and the Department.
11. ACCESS TO AND RETENTION OF RECORDS. The Contractor agrees to provide the CITY, the Department, HUD, Comptroller General of the United States, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance. The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of four (4) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Contractor's offices in Livingston, Montana.
12. PROJECT MONITORING. The CITY, the Department, or any of their authorized agents may monitor and inspect all phases and aspects of the Contractor's performance to

determine compliance with the SCOPE OF SERVICES, and other technical and administrative requirements of this Contract, including the adequacy of the Contractor's records and accounts. The CITY will advise the Contractor of any specific areas of concern and provide the Contractor opportunity to propose corrective actions acceptable to the CITY.

13. JURISDICTION AND VENUE. This Contract is governed by the laws of Montana. The parties agree that any litigation concerning the Contract must be brought in the Thirteenth Judicial District in and for the County of Yellowstone, State of Montana, and the party shall pay its own costs and attorney fees.

This Contract will be construed under and governed by the laws of the State of Montana.

14. INDEMNIFICATION. The Contractor agrees to protect and defend the CITY and State, their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, and subcontractors.

15. INSURANCE.

- A. General Requirements. The Contractor shall maintain for the duration of this Agreement, at its cost and expense, primary liability insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the duties and obligations in this Contract by the Contractor, its agents, employees, representatives, assigns, or subcontractors. This insurance shall include but not be limited to such claims as may be caused by any negligent act or omission.
- B. Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the CITY, the Department, the State of Montana, and their elected or appointed officers, officials, employees, or volunteers. The CITY's and the State's insurance coverage is excess to the Contractor's insurance coverage and shall not contribute with it.
- C. General Liability Insurance. The Contractor shall purchase and maintain Commercial General Liability (Occurrence coverage), to include bodily injury, personal injury, and property damage, with combined single limits of \$1,000,000 per occurrence and \$2,000,000 per aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, employees, representatives, assigns, or subcontractors. The CITY, the State, the Department, and their officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.
- D. Specific Requirements for Professional Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met:

(1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and

(2) the claims made policy must have a three (3) year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

F. General Provisions. All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana with a Best's rating of at least A-. All certificates and endorsements are to be received by the CITY prior to beginning any use, occupancy, operation, or management of the subject property under this Contract. The Contractor shall notify the CITY immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The CITY reserves the right to request complete copies of the Contractor's insurance policies at any time, including endorsements.

16. COMPLIANCE WITH LAW. The Contractor must, in performance of work under the Contract, fully comply with all applicable federal, state, or local nondiscrimination laws, rules, and regulations, including but not limited to the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Section 109 of the Housing and Community Development Act of 1974, Section 3 of the Housing and Urban Development Act of 1968, Executive Order 11246 of Sept. 24, 1965, and Section 504 of the Rehabilitation Act of 1973. Any contracting, subletting, or subcontracting by the Grantee subjects contractors, subcontractors, and subrecipient entities to the same provision. In accordance with Mont. Code Ann. § 49-3-207, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.

17. CIVIL RIGHTS ACT OF 1964. The Contractor will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VII, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

18. COMPLIANCE WITH WORKERS' COMPENSATION ACT. Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the CITY under this Contract. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the CITY or the State of Montana. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and any renewal documents must be sent to the CITY.

19. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The Contractor will comply with the following provision:

No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to

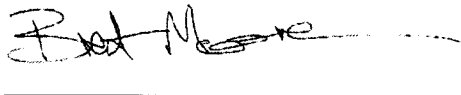
discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.

20. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968. The Contractor will ensure that to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG-assisted project will be extended to lower income project area residents. Further, the Contractor will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area, in the award of contracts and purchase of services and supplies.
21. LEGAL FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.
22. ELIGIBILITY. The Contractor certifies that the Contractor's firm and the firm's principals are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in federally assisted contracts under Executive Order 12549, "Debarment and Suspension". (24 CFR 24.505)
23. NON-WAIVER. Waiver by any party of strict performance or any provision of this Contract shall not be a waiver of or prejudice the parties' rights to require strict performance of the same provision in the future or of any other provisions.
24. SEVERABILITY. The provisions of this Contract shall be deemed independent and severable. In the event any one or more of the provisions of this Contract are found and determined to be unenforceable by a court of competent jurisdiction, the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision herein.
25. NOTICE. All notices required under the provisions of the Contract must be in writing and delivered to the parties' liaisons as identified herein either by first class mail or personal service. If by mailing, the notice shall be deemed received three (3) days after the date of mailing.
26. LIAISONS. Liaison for the Contractor is Monica Plecker, (406) 896-6286, Red Lodge, MT.
Liaison for the CITY is Noel Eaton, (406) 628-4796, 115 West First Street, Laurel, MT, 59645.
27. HEADINGS. The section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Contract.
28. INTEGRATION. This Contract contains the entire agreement between the parties, and no statements, promises, or inducements of any kind made by either party, or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the 19th day of July, 2016.

CONTRACTOR: CTA Architects
Engineers

CITY OF LAUREL:



BY: Brent Moore

BY: Mark Mace

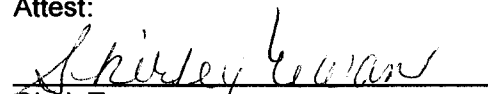
TITLE: Project Manager

TITLE: Mayor

DATE: July 19, 2016

DATE: July 19, 2016

Attest:


Clerk Treasurer