

**RESOLUTION NO. R18-12**

**A RESOLUTION APPROVING A TASK ORDER THAT PROVIDES FOR PLANNING SERVICES FOR THE CITY ISSUED PURSUANT TO THE MASTER SERVICES AGREEMENT BETWEEN THE CITY OF LAUREL AND KLJ ENGINEERING.**

WHEREAS, the City of Laurel's planning services were previously provided by a full time City Planner who was an employee of the City, who recently resigned; and

WHEREAS, the City intends to advertise, locate and hire a qualified replacement for the city planner position, however such action will take time and effort; and

WHEREAS, the City currently has ongoing tasks within the planning department that requires a temporary consultant to perform such services until a full-time planner is located and hired; and

WHEREAS, the City's on-call engineers (KLJ Engineering) employs qualified staff who are able to provide planning services for the City of Laurel on a temporary basis to enable the City's planning department to continue operating until a full-time planner is located and hired; and

WHEREAS, the City requested KLJ prepare the attached Task Order for the City Council's consideration, which includes the terms and conditions for their provision of planning services; and

WHEREAS, the Mayor and City Staff have determined the attached Task Order is in the best interest of the City and recommends the City Council approving the attached Task Order for the provision of the City's planning services until a full time planner is located and hired.

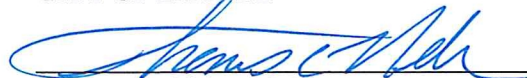
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, the Mayor and City Clerk are authorized to execute the attached Task Order for the provision of the City's planning services until a full time City Planner is located and hired.

Introduced at a meeting of the City Council on March 20, 2018, by Council Member Herr.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 20th day of March, 2018.

APPROVED by the Mayor this 20<sup>th</sup> day of March, 2018.

CITY OF LAUREL

  
Thomas C. Nelson, Mayor

ATTEST:

  
Bethany Keeler, Clerk-Treasurer

APPROVED AS TO FORM:

  
Sam Painter, Civil City Attorney



2611 Gabel Road  
Billings, MT 59102-7329  
406 245 5499  
KLJENG.COM

March 7, 2018

Kurt Markegard  
Public Works Director  
City of Laurel  
Via email: kmarkegard@laurel.mt.gov

Re: City of Laurel Planning Services

Dear Kurt:

The draft task order for City of Laurel Planning services is enclosed for your review and comment. Please take your time to read through the details and let us know if you have any questions or corrections. The scope of services aligns with our understanding of your conversation with Forrest Sanderson last Friday, March 2nd.

The master services agreement (Agreement) that was executed on December 5, 2017 applies to all task orders, unless indicated otherwise in each specific task order. For example, Exhibit A in the Agreement was replaced by the Exhibit A attached to this task order; however, Exhibit B along with other exhibits attached to the Agreement are incorporated by reference. Due to the unique nature of the requested planning services, we made a revision to Exhibit C, which is noted on the task order.

Once again, thank you very much for this opportunity. We look forward to providing these services to the City of Laurel.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Forrest Sanderson', is written over the typed name.

Handwritten initials 'FSR' in blue ink, with a horizontal line underneath.

Forrest Sanderson, AICP, CFM  
Project Manager

Enclosure(s): as noted  
cc: file

## **Task Order: City of Laurel Planning Services**

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

### **1. Background Data**

- A. Effective Date of Task Order: March 20, 2018
- B. Owner: City of Laurel
- C. Engineer: Kadrmas, Lee & Jackson, Inc. (dba "KLJ")
- D. **Specific Project (title):** City of Laurel Planning Services
- E. Specific Project (description): Planning services related to subdivision, zoning, development, floodplain hazard management, reviews and other related work

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

- A. The specific services to be provided or furnished by Engineer under this Task Order are:  
Set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- B. Resident Project Representative (RPR) Services – Not Used
- C. Designing to a Construction Cost Limit – Not Used
- D. Other Services – Not Used
- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

### **3. Additional Services**

- A. Additional Services that may be authorized or necessary under this Task Order are:  
Set forth in Part 2—Additional Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

### **4. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

**5. Task Order Schedule**

Planning services shall be completed within the timelines found in the applicable local regulations or Montana Law. It is anticipated that services will be provided “on-call” throughout the duration of the Agreement, upon request of Owner.

**6. Payments to Engineer**

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

| Description of Service          | Amount   | Basis of Compensation |
|---------------------------------|----------|-----------------------|
| 1. Basic Services (Part 1)      | \$ (tbd) | Direct Labor          |
| 2. Additional Services (Part 2) | \$ (tbd) | Direct Labor          |

~~\*Based on a [ ] month continuous construction period.~~

~~Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer’s labor, overhead, profit, reimbursable expenses (if any), and Consultants’ charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.~~

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**7. Consultants retained as of the Effective Date of the Task Order: None**

**8. Other Modifications to Agreement and Exhibits:**

Agreement Exhibit C “Payments to Engineer for Services and Reimbursable Expenses” Article 2, Part C2.02 is modified as follows. All other parts of Agreement Exhibit C remain unchanged.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of 3.4 for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
- ~~3. The total estimated compensation for the specified category of services shall be stated in the Task Order. The scope of Engineer’s services related to the Task Order is difficult to quantify, and total estimated compensation is indeterminable; therefore, Owner shall pay Engineer on~~

an hourly (time and materials) basis for services related to the Task Order. Upon request by Owner, Engineer shall provide estimated fees for specific tasks prior to beginning such tasks identified as Basic Services (Part 1) or Additional Services (Part 2). This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).

4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

**9. Attachments:**

Exhibit A – Engineer's Services for Task Order

**10. Other Documents Incorporated by Reference:**

December 5, 2017 Agreement between Owner and Engineer for Professional Services, Task Order Edition

**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 March 20, 2018.

OWNER: City of Laurel

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: 

By: 

Print Name: THOMAS C NELSON

Print Name: Mark Anderson

Title: MAYOR

Title: VP

Engineer License or Firm's  
Certificate No. (if required): PEL-EF-LIC-37  
State of: Montana

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Kurt Markegard

Name: Forrest Sanderson, AICP, CFM

Title: Director of Public Works

Address: PO Box 10  
Laurel, MT 59044

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

Phone: 406-628-4796

Title: Planner

Address: PO Box 80303  
Billings, MT 59108

E-Mail  
Address: forrest.sanderson@kljeng.com

Phone: 406-245-5499

**Engineer's Services for Task Order: City of Laurel Planning Services**

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**PART 1—BASIC SERVICES**

**A1.01 Planning Services**

A. As Basic Services and upon request by Owner, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements, including objectives and constraints, space, capacity and performance requirements, flexibility, expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
2. Conduct site visits to review existing conditions and facilities, unless such visits are not necessary or applicable.
3. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional relevant data and information, for Engineer's use in providing planning services.
4. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements.
5. Identify, consult with, and analyze requirements of applicable governmental authorities or other stakeholders on a case-by-case basis.
6. Advise Owner of any need for Owner's legal counsel to review and approve Engineer's evaluations and recommendations, and review such matters with Owner's legal counsel.
7. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B.
8. Provide on-call planning and related technical support services (engineering, surveying, etc.) related to the following:
  - a. Capital improvement plan reviews
  - b. Subdivision reviews
  - c. Annexation requests
  - d. Zoning reviews
  - e. Special reviews, conditional uses, and similar requests
  - f. Variance requests
  - g. Site plan reviews

- h. Development application reviews
  - i. Impact fee assessments
  - j. Floodplain reviews and administration
  - k. Permit reviews as submitted by an outside applicant
  - l. Review and recommend updates, revisions or amendments to local regulations, codes, standards, etc.
  - m. Other planning-related tasks requested by Owner
9. Prepare staff reports and recommendations to Owner.
10. Attend and/or facilitate public hearings, City Council meetings, workshops, board/committee meetings, etc.
- B. Engineer's services shall be completed within the timelines found in the applicable local regulations or Montana Law. It is anticipated that services will be provided "on-call" throughout the duration of the Agreement, upon request of Owner.

## **PART 2—ADDITIONAL SERVICES**

### *A2.01 Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Preparing updates, revisions or amendments to local regulations, codes, standards, etc. listed below, and providing drafts of such documents to Owner's legal counsel for review and approval by Owner:
- a. Subdivision regulations
  - b. Zoning regulations or maps
  - c. Floodplain regulations
  - d. City code updates
  - e. Growth policy preparation or update to existing
  - f. Design standards for public and private infrastructure
  - g. Standard specifications for construction of public and private infrastructure
  - h. Capital Improvement plan and updates



2. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with a specific project; and preparation or review of environmental assessments and impact statements, or other environmental-related field work and permitting tasks.
  3. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  4. Assistance to Owner in training Owner's staff.
  5. Services required as a result of Owner's providing incomplete or incorrect information to Engineer.
  6. Providing renderings or 3-D (artistic) models for Owner's use.
  7. Furnishing services of Consultants for other than Basic Services.
  8. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
  9. Services during out-of-town travel required of Engineer, upon request of Owner, necessary to complete Basic Services.
  10. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding.
  11. Overtime work requiring higher than regular rates.
  12. Provide assistance in responding to the presence of any Constituent of Concern at any project site, in compliance with current Laws and Regulations.
  13. The nature of technical support (engineering, surveying, etc.) described in A1.01.A.8 above is to assist with planning-related services. Providing engineering and surveying related to preliminary engineering, design, bidding, construction and post-construction phase services is not included.
  14. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. None