

RESOLUTION NO. R19-72

**A RESOLUTION OF THE CITY COUNCIL APPROVING A CONTRACT
BETWEEN THE CITY OF LAUREL AND THE MONTANA DEPARTMENT OF
JUSTICE NATURAL RESOURCE DAMAGE PROGRAM.**

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

Section 1: Approval. The Contract between the City of Laurel and the Montana Department of Justice Natural Resource Damage Program for design and construction of a campground at Riverside Park, included in the Yellowstone River recreation project priority plan.

Section 2: Execution. The Mayor of the City of Laurel is hereby given authority to accept and execute the Contract on behalf of the City.

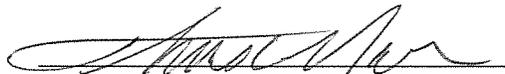
Section 3: Effective date. The effective date for the attached Contract is hereby approved upon approval by the City Council.

Introduced at a regular meeting of the City Council on September 24th, 2019, by Council Member Wilke.

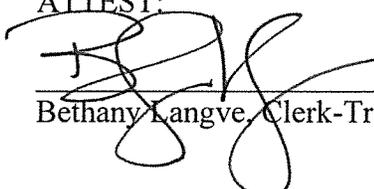
PASSED and APPROVED by the City Council of the City of Laurel this 24th day of September 2019.

APPROVED by the Mayor this 24th day of September 2019

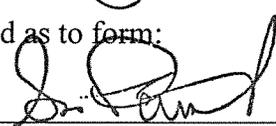
CITY OF LAUREL


Thomas C. Nelson, Mayor

ATTEST:


Bethany Langve, Clerk-Treasurer

Approved as to form:


Sam Painter, Civil City Attorney

TASK ORDER 2**City of Laurel Riverside Park Campground**

This Task Order is entered into between the Department of Justice, Natural Resource Damage Program (NRDP) and the City of Laurel (Contractor), as authorized by NRDP Contract No. 700122 (Agreement).

1. PURPOSE

The purpose of this Task Order is to make the funds authorized for the design and construction of a campground at Riverside Park, included in the Yellowstone River recreation project priority plan available.

A Scope of Work is detailed further in **Attachment A**. Any changes to Scope of Work tasks require written approval of the NRDP Project Manager.

2. EFFECTIVE DATE AND PERIOD OF PERFORMANCE

This Task Order will take effect upon the signature of both parties and terminate on **December 31, 2020**, unless terminated earlier in accordance with the terms of this Task Order (Mont. Code Ann. § 18-4-313).

3. COMPENSATION

In consideration for the services to be provided, the NRDP will pay Contractor an amount not to exceed \$61,150, as estimated in the budget for this Task Order. Contractor has a match of \$5,000, which is separate from and additional to NRDP funding for the project. The Contractor may not submit invoices seeking reimbursement or other funding from NRDP for any costs covered by match funds or expected to be separately reimbursed by match funds.

Contractor will submit monthly invoices conforming to Agreement requirements, as well as Contractor's name, address, and Agreement and Task Order numbers, to NRDP for costs actually incurred, unless no work was performed during the billing period. Invoices of subcontractors will be submitted without mark-up by Contractor. Progress reports will be submitted with all invoices (including subcontractor invoices) that clearly identify the work performed, including hours, dates and personnel. Contractor must not exceed the costs specified in this section without prior written authorization in the form of a fully executed task order modification. NRDP has thirty (30) days to pay invoices, as allowed by 17-8-242, MCA. Contractor will submit invoices to the Natural Resource Damage Program, P.O. Box 201425, Helena, MT 59620-1425, or by email to: DOJNRDPInvoice@mt.gov.

4. **SUBCONTRACTING**

Contractor will utilize its existing term contract for engineering services to perform project design. Contractor will procure a licensed construction contractor for the work in accordance with the terms of Title 18, Chapter 2, MCA, and other applicable procurement laws and regulations for public works.

NRDP must pre-approve in writing of any services to be performed by a subcontractor or any supplies to be procured by Contractor. Contractor is responsible to State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. All Contractor procurement of subcontractors and supplies must comply with applicable Montana procurement laws and regulations. Prior to obtaining any subcontracted services or supplies in the amount of \$5,000 or more, Contractor must obtain NRDP's written approval of the procurement method, subcontractor, subcontract, the subcontract price, the subcontractor agreement, and, as applicable, labor rates, overhead rates and any subcontractor fee. Contractor must use an NRDP-provided template or form for the procurement. Contractor must submit documentation of the NRDP-approved procurement with the invoice that includes subcontractor costs or supplies. NRDP may require documentation of publication of the procurement and submittal of forms, as applicable.

5. **PROJECT MANAGERS AND SERVICE OF NOTICES**

- A. The Project Manager identified below will manage the day-to-day project activities on behalf of the NRDP.

The Project Manager for this Task Order is:

Alicia Stickney
1720 9th Ave
Helena, MT 59601
Phone: (406) 444-1346
E-mail: aliciastickney@mt.gov

- B. The Contractor Project Managers identified below will manage the day-to-day project activities on behalf of the Contractor.

The Contractor Project Managers for this Task Order are:

Kurt Markegard
City of Laurel
P.O. Box 10
Laurel, MT 59044
Phone: (406) 860-5785
E-mail: kmarkegard@laurel.mt.gov

Matt Wheeler
City of Laurel
P.O. Box 10
Laurel, MT 59044
Phone: (406) 208-1885
E-mail: mwheeler@laurel.mt.gov

- C. Written notices, reports, and other information required to be exchanged between the parties must be directed to the respective Project Managers.

6. EXECUTION.

The parties through their authorized agents have executed this Task Order on the dates set out below.

STATE OF MONTANA
DEPARTMENT OF JUSTICE
NATURAL RESOURCE DAMAGE PROGRAM

Harley Harris
Program Manager
1720 9th Ave, PO Box 201425
Helena, MT 59620

Date

Approved for legal content by:

Thad Adkins
NRDP Legal Counsel

Date

CITY OF LAUREL



Thomas C. Nelson
Mayor
P.O. Box 10
Laurel, MT 59044

9/24/2019
Date

ATTACHMENT A SCOPE OF WORK

City of Laurel Riverside Park Campground

PURPOSE

The purpose of this task order scope of work is to outline tasks necessary for the Contractor to design, bid and provide construction oversight for development of a campground at Riverside Park in Laurel, Montana. This task will partially implement the Yellowstone River Recreation Project Priority Plan, developed as part of the *Final Programmatic Damage Assessment and Restoration Plan and Final Programmatic Environmental Assessment for the Exxonmobil Pipeline Company July 1, 2011 Yellowstone River Oil Spill* (Restoration Plan).

BACKGROUND

The City of Laurel (Contractor) proposed to design and build a campground, including installation of camping spots, sanitation facilities, picnic facilities, parking improvement, a trail, tree and shrub plantings, lighting, and other associated components as part of the preparation of the recreation project priority plan. The Recreation Project Priority Plan was completed as part of the implementation of the final Restoration Plan prepared by the U.S. Department of the Interior, through the Bureau of Land Management and U.S. Fish and Wildlife Service, and the State of Montana through the Department of Justice Natural Resource Damage Program (NRDP). The priority plan identifies preferred recreation projects and funding amounts to meet the restoration plan goal of providing additional recreational human use opportunities to offset those lost due to the July 1, 2011 ExxonMobil Pipeline Company Yellowstone River Oil Spill. These projects were approved by Governor Bullock on May 30, 2018 as part of the Yellowstone River Recreation Project Priority Plan. The purpose of this task order is to make the approved funds available to the City of Laurel for the project.

TASKS

Contractor will perform the following tasks:

Task 1: Contracted Engineering Campground Design and Oversight

Contractor, will design and oversee the construction of the Riverside campground development. The development of the design will include the following steps: 1) topography and boundary survey, 2) schematic design, 3) design development and construction documents. Contractor will provide schematic design development and construction bidding documents to NRDP for review prior to advertisement for bids, to ensure project meets the requirements of the Recreation

Project Priority Plan and Final Restoration Plan, and complies with applicable provisions of state procurement law and regulation.

Contractor will perform an open and competitive bidding process and any award will be made based on the lowest price offered by a responsive and responsible bidder.

Contractor will perform construction oversight of the construction contractor until completion of the work and final payment of the construction contract. Contractor will provide NRDP with a construction completion report that describes, at a minimum, the project, location, brief description of procurement, identification of contractors (including engineer and/or oversight personnel), description of construction activities, dates and amounts of payments, weather days, bond claims, unusual or unanticipated circumstances, and dates of substantial completion and final payment.

Task 2: Progress Reporting

Contractor will prepare monthly Progress Reports to accompany each invoice. Contractor will only prepare reports when work occurs during the monthly reporting period.

SCHEDULE AND DELIVERABLES

Contractor will provide deliverables to NRDP according to the following schedule:

1. One (1) electronic schematic design by October 15, 2019.
2. One (1) electronic design drawings and specifications (bidding documents) to NRDP by January 15, 2020.
3. One (1) electronic version of the construction completion report.
4. One (1) electronic version of each Progress Report, due with each invoice.