

RESOLUTION NO. R19-75

A RESOLUTION APPROVING A TASK ORDER AUTHORIZING KADRMAS, LEE & JACKSON, INC. FOR SERVICES INCLUDING SITE SURVEY, ENGINEERING AND DESIGN SERVICES RELATED TO PREVIOUSLY AUTHORIZED WORK TOWARD THE CREATION OF A CAMPGROUND WITHIN RIVERSIDE PARK.

WHEREAS, the City of Laurel previously executed an Agreement for Professional Services with Kadrmass, Lee & Jackson, Inc. ("KLJ") on December 5, 2017, via Resolution No. R17-69; and

WHEREAS, the City of Laurel requires engineering services for the City of Laurel's Riverside Park Campground as described in the attached Task Order with is incorporated herein by reference; and

WHEREAS, the services to be provided and cost for such services are fully described in the attached Task Order and the services rendered shall not exceed \$61,150 without further authorization and written approval by the City.

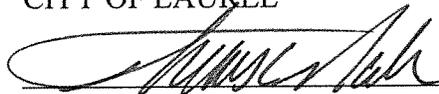
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, the attached Task Order authorizing the services to be performed by KLJ for the City of Laurel is hereby approved and the Mayor is hereby authorized to execute the attached Task Order on the City's behalf.

Introduced at a regular meeting of the City Council on October 8, 2019, by Council Member McGee.

PASSED and APPROVED by the City Council of the City of Laurel this 8th day of October 2019.

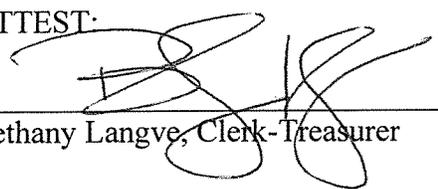
APPROVED by the Mayor this 8th day of October 2019.

CITY OF LAUREL



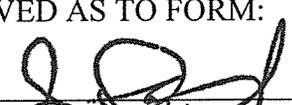
Thomas C. Nelson, Mayor

ATTEST:



Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:



Sam Painter, Civil City Attorney

This is a Task Order for KLJ Project No. 1804-00554, consisting of three (3) pages, plus attachments.

Task Order: City of Laurel Planning Services

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: October 8, 2019
- B. Owner: City of Laurel
- C. Engineer: Kadrmas, Lee & Jackson, Inc. (dba "KLJ")
- D. **Specific Project (title): Riverside Park Campground**
- E. Specific Project (description): Site survey, engineering and design services related to other related work to the creation of a Campground within Riverside Park.

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
- 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)	\$ 61,150.00	Hourly not to Exceed (Rates in Exhibit C, Appendix 2)
2. Additional Services (Part 2)	\$ (tbd)	Hourly (Rates in Exhibit C, Appendix 2)

~~*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:

9. Attachments:

Exhibit A – Engineer's Services for Task Order

Exhibit A, Appendix 1 – Engineer's Estimated Fee

Exhibit C, Appendix 2 – Engineer's Standard Hourly Rates

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 October 8, 2019.

OWNER: City of Laurel

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: [Signature]

By: [Signature]

Print Name: THOMAS C NELSON

Print Name: Mark Anderson

Title: Mayor

Title: Vice President, EPW

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: Matt Corcoran

Title: Director of Public Works

Title: Project Manager

Address: PO Box 10
Laurel, MT 59044

Address: PO Box 80303
Billings, MT 59108

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

E-Mail Address: matt.corcoran@kljeng.com

Phone: 406-628-4796

Phone: 406-245-5499

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

PART 1—BASIC SERVICES

A1.01 Topography and Boundary Survey Phase

- A. Obtain property boundary and survey data of the project site for developing existing site conditions and topography. This will include survey management, survey research, boundary survey, topographic survey and utilities survey.
- B. Develop a base map indicating existing conditions of the project site for use in developing design drawings.

A1.02 Schematic Design Phase

- A. 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 plan, and site evaluations.
- B. 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 engineering design services.
- C. Prepare a schematic layout drawing of proposed campground depicting locations of roadways, campsites and two restroom buildings and other campground amenities. The proposed layout shall utilize existing gravel roadways as much as possible.
- D. Attend one (1) Owner Review Meeting with Owner and other external parties to review the schematic design and accept comments on the design.
- E. Review Preliminary Cost Estimates, as developed by others and update as needed based on schematic layout.

A1.03 Design Development & Construction Documents Phase

- A. Detailed Site Layout & Grading
 - 1. Site layout to include limited design of roadways, RV pads, paths, parking pads, sidewalks, restroom location, paths, and other amenities.
 - 2. Detailed grading plans including building floor elevations and spot elevations and slopes to indicate specific construction grading requirements (e.g., doorway entries, sidewalks, sidewalk stairs, accessibility ramps, curbs, and drainage flow). (CD Phase Only)

- B. Utility Design
 - 1. Not included. Campsites will be primitive sites with no utilities.
- C. Stormwater Management Plan & Design
 - 1. Prepare an erosion control plan for the site per City or State of Montana site plan requirements.
- D. Landscape Plan
 - 1. Landscape design and planting schedule within the project area is anticipated to include:
 - a. New shade tree plantings for the campground and park area.
 - b. Seeding/turfing plan for all disturbed areas of the site within the limits of the design effort.
- E. Technical Specifications
 - 1. Front End and Technical specifications will be provided in a Project Manual for the items of Work included under Engineer's Services.
- F. Review Agency Coordination
 - 1. The Engineer will serve as main contact between Owner and the review agencies for submittal and approval of proposed site layout plan.
- G. Owner/Architect Coordination
 - 1. The Engineer anticipates attending up to three (3) one hour coordination meetings, either in-person or via an electronic meeting format, during the Design Development Phase and Construction Documents Phases. The Engineer will attend additional meetings for an additional fee to be billed at the Engineer's standard hourly rate.
 - 2. Engineer's fee assumes that no major revisions will be made to the site plan after the kickoff of the Final Design plans and the Owner/Architect's acceptance of the Preliminary Design documents.
- H. Other Items to be Noted
 - 1. Owner or Architect will be responsible for securing designs of gas, telecommunication and any other utilities not described as part of Engineer's services.
 - 2. Engineer's fee does not include submittal, review, recording, permitting, system development, or other fees; these fees are to be paid by Owner or Contractor.
 - 3. Scope does not include drafting, obtaining, or recording any easements, common use agreements, variances, or permits unless specifically stated above.
 - 4. The number of bid packages Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). Preparing additional Contract

Documents for alternate bids requested by Owner for the Work or a portion thereof other than provided under Basic Services is available as an additional service.

5. Scope does not include study and report phase services, marketing exhibits, environmental studies, traffic impact analysis, permitting, permit application materials, requests for zoning change or any deviation or variance from local standards or zoning regulations, or any entitlements services such as lot modifications, platting, easements, etc.
6. Scope does not include the following design services: structural design, mechanical engineering services or pumping systems, geotechnical engineering, surveying or services to aid in the completion of geotechnical recommendations, or other services not listed in the Scope above.

A1.04 *Bidding or Negotiating Phase*

- A. Provide construction documents to the Owner for bidding purposes.
- B. Provide assistance in the course of one (1) bid for the components of project included in the Engineer's design.
 1. Includes review of material substitution requests that don't require design changes.
- C. Provide the technical information necessary to issue up to two (2) addendum, as appropriate, to clarify the bidding documents covered by the Engineer's design.
- D. Scope does not include assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services or making revisions to drawings for "or equal" items.

A1.05 *Construction Phase*

- A. Provide part time construction observation and administration for up to sixty (60) hours.
- B. Provide construction staking of subgrade, and finished grade for gravel and sidewalk surfaces. Fee assumes up five (5) trips by a 2-man survey crew.

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. 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.

2. 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.
 3. Assistance to Owner in training Owner's staff.
 4. Services required as a result of Owner's providing incomplete or incorrect information to Engineer.
 5. Providing renderings or 3-D (artistic) models for Owner's use.
 6. Furnishing services of Consultants for other than Basic Services.
 7. 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.
 8. Services during out-of-town travel required of Engineer, upon request of Owner, necessary to complete Basic Services.
 9. 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.
 10. Overtime work requiring higher than regular rates.
 11. Provide assistance in responding to the presence of any Constituent of Concern at any project site, in compliance with current Laws and Regulations.
 12. 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

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [December 5, 2017].

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Archaeologist I	\$75.00	GIS Technician	\$75.00
Archaeologist II	\$85.00	Government Relations Specialist I	\$90.00
Archaeologist III	\$125.00	Government Relations Specialist II	\$120.00
Archaeologist IV	\$140.00	Government Relations Specialist III	\$150.00
Archaeologist Technician	\$75.00	Hydrogeologist	\$200.00
Archaeologist V	\$150.00	Landscape Architect I	\$100.00
Architect I	\$100.00	Landscape Architect II	\$110.00
Architect II	\$110.00	Landscape Architect III	\$130.00
Architect III	\$130.00	Landscape Architect IV	\$145.00
Architect IV	\$150.00	Planner I	\$100.00
Architectural Historian	\$120.00	Planner II	\$120.00
CADD Technician I	\$85.00	Planner III	\$140.00
CADD Technician II	\$100.00	Project Assistant I	\$70.00
CADD Technician III	\$110.00	Project Assistant II	\$75.00
CADD Technician IV	\$120.00	Project Assistant III	\$95.00
Engineer I	\$100.00	Project Assistant IV	\$105.00
Engineer II	\$110.00	Project Assistant V	\$115.00
Engineer III	\$140.00	Right-of-Way Agent I	\$80.00
Engineer IV	\$170.00	Right-of-Way Agent II	\$115.00
Engineer Technician II	\$110.00	Right-of-Way Agent III	\$130.00
Engineer Technician III	\$125.00	Right-of-Way Agent IV	\$150.00
Engineer Technician IV	\$145.00	Right-of-Way Agent V	\$170.00
Engineer V	\$200.00	Structural Engineer I	\$100.00
Engineering Technician I	\$95.00	Structural Engineer II	\$110.00
Environmental Planner I	\$90.00	Structural Engineer III	\$130.00
Environmental Planner II	\$110.00	Structural Engineer IV	\$155.00
Environmental Planner III	\$130.00	Structural Engineer V	\$175.00
Environmental Planner IV	\$150.00	Survey IV	\$165.00
Environmental Planner V	\$170.00	Survey Technician	\$85.00
Environmental Technician	\$75.00	Survey V	\$190.00
GIS Analyst I	\$80.00	Surveyor I	\$95.00
GIS Analyst II	\$100.00	Surveyor II	\$110.00
GIS Analyst III	\$130.00	Surveyor III	\$130.00
GIS Analyst IV	\$145.00	Visual Designer	\$100.00

Exhibit C - Appendix 2 – Standard Hourly Rate Schedule

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