

RESOLUTION NO. R20-68

A RESOLUTION APPROVING TASK ORDER 4 BETWEEN THE CITY OF LAUREL AND MONTANA'S DEPARTMENT OF JUSTICE NATURAL RESOURCE DAMAGE PROGRAM FOR CONSTRUCTION OF THE LIONS PARK IMPROVEMENTS.

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

Section 1: Approval. The Task Order between the Parties is attached hereto and incorporated herein as part of this resolution, and is accepted and hereby approved by the City Council.

Section 2: Execution. The Mayor and City Clerk/Treasurer of the City of Laurel are hereby given authority to accept and execute the attached Task Order on behalf of the City.

Section 3: Effective date. The effective date for the Task Order is upon adoption and approval of this resolution.

Introduced at a regular meeting of the City Council on September 22, 2020, by Council Member Stokes.

PASSED and APPROVED by the City Council of the City of Laurel this 22nd day of September 2020.

APPROVED by the Mayor this 22nd day of September 2020.

CITY OF LAUREL



Thomas C. Nelson, Mayor

ATTEST:



Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:



Sam Painter, Civil City Attorney

TASK ORDER 4

Laurel Lions Fishing Dock, Path, and Benches

This Task Order 4 (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 outline the tasks necessary for the Contractor to install an Americans with Disabilities Act-compliant dock, to improve the walking path, and to install benches at Laurel South Pond in the Yellowstone Basin.

A Scope of Work is specified in **Attachment A**. Changes to the Scope of Work requires prior 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 **March 31, 2021**, unless terminated earlier in accordance with the terms of this Task Order.

3. COMPENSATION

In consideration for the services to be provided, the NRDP will pay Contractor an amount **not to exceed \$62,000**, as estimated in **Attachment B, Budget** for this Task Order. Contractor has a match of \$125,000, which is separate from and additional to NRDP funding for this 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 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 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 will use an NRDP-provided template or form for the procurement if requested. 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
NRDP
1720 9th Avenue
Helena, MT 59601
Phone: (406) 444-1346
E-mail: aliciestickney@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 Avenue
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

Date

9/22/2020

ATTACHMENT A SCOPE OF WORK

Laurel Lions Fishing Dock, Path, and Benches

BACKGROUND

The City of Laurel (Contractor) and the Laurel Lions proposed to install an Americans with Disabilities Act (ACA) compliant dock, to improve the walking path at Laurel South Pond, and to install benches 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 Programmatic Damage Assessment and Restoration Plan and Final Programmatic Environmental Assessment for the ExxonMobil Pipeline Company July 1, 2011 Yellowstone River Oil Spill* 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 Task Order 4 (Task Order) is to make the approved funds available to the City of Laurel.

TASKS

General. Contractor will install a fishing dock and improve the walking path at Laurel Lions Pond, as specified in this Scope of Work. The Laurel Lions intend to install benches as an in-kind contribution to the project. This Task Order will partially implement the Yellowstone River Recreation Project Priority Plan, which is hereby incorporated by reference. Projects developed under this Task Order must align with the goals and objectives of the referenced restoration plan and Recreation Project Priority Plan, as interpreted and directed by NRDP.

Contractor will perform the following tasks:

4.1 Task 1: Final Engineering

Lions International has prepared conceptual designs for the ACA-compliant fishing dock, the walking path improvements, and benches and provided them to the Contractor. The Contractor will use its existing term contract for engineering services to complete project design. Completion of the design will include 1) identifying the location of the dock and the design for improving the trail and placing benches, 2) preparing a project construction manual and bid documents and 3) assisting with subcontractor selection for construction. With the assistance of the engineer, the Contractor will procure a construction contractor following City of Laurel procurement requirements and policies, to construct the dock and improve the trail according to the plans and specifications in the project manual prepared by the Contractor's engineer.

4.2 Task 2: Dock and Trail Construction

Contractor will use its existing term contract for engineering services to perform construction oversight. Contractor's engineer will perform construction oversight of the construction contractor selected under Task 1 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, 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.

4.3 Task 3: Progress Reporting, Project Final Reports

Contractor will prepare Progress Reports as specified by the Contract to accompany each invoice submittal. Contractor will only prepare reports when work occurs during the relevant reporting period.

SCHEDULE AND DELIVERABLES

Contractor will complete the following tasks and/or provide deliverables to NRDP according to the following schedule:

1. One (1) electronic construction completion report by January 15, 2021.
2. One (1) electronic version of each Progress Report, due with each invoice.

BUDGET

The project budget is in Attachment B.

**ATTACHMENT B
BUDGET**

Cost Estimate of Project Components

Task	Total
Task 1 Final Engineering	\$25,000
Task 2 Construction	\$162,000
Total	\$187,000

Funding Sources:

\$ 62,000	NRDP
\$ 95,000	Lions International
<u>\$ 30,000</u>	Laurel Community Foundation
\$187,000	Total

NRDP will pay up to the allocated funding amount of \$62,000, approximately 33% of the total project costs of \$187,000. Lions International and Laurel Community Foundation will pay for the other project costs.

Contractor will work with the Laurel Lions to install the proposed benches and will provide in-kind project management as match.

MODIFICATION No. 1 to AGREEMENT No. 700122

The State of Montana, Department of Justice, Natural Resource Damage Program (NRDP) and the City of Laurel (Contractor) hereby agree to modify Agreement No. 700122 (Agreement). The purpose of this Modification No. 1 (Modification) is to allow additional time to complete projects awarded funding through the Yellowstone River recreation project priority plan.

SECTION 1: DATES TO COMMENCE AND COMPLETE SERVICES

NRDP and Contractor mutually agree to amend Section 1: Dates to Commence and Complete Services of the Agreement and change the termination date from “through December 31, 2020” to “through December 31, 2021.”

Except as stated in this modification, all requirements for this Agreement remain the same.

IN WITNESS THEREOF, the parties have executed this Modification as set out below:

STATE OF MONTANA
DEPARTMENT OF JUSTICE
NATURAL RESOURCE DAMAGE PROGRAM

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

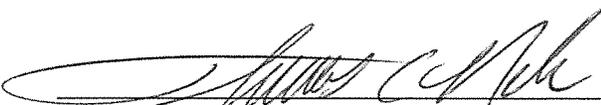
Date

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



Date