

RESOLUTION NO. R21-06

A RESOLUTION OF THE CITY COUNCIL APPROVING A TASK ORDER BETWEEN THE CITY OF LAUREL AND KLJ ENGINEERING INC. TO AUTHORIZE A SOUTHSIDE STORM WATER STUDY FOR THE CITY OF LAUREL.

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 January 26, 2021, by Council Member Stokes.

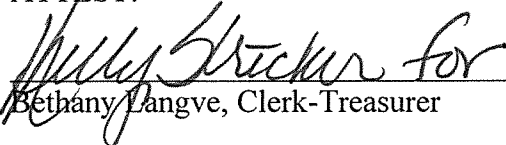
PASSED and APPROVED by the City Council of the City of Laurel this 26th day of January 2021.

APPROVED by the Mayor this 26th day of January 2021.

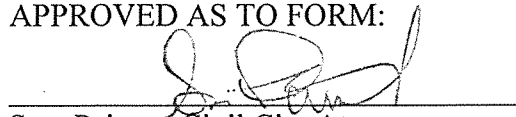
CITY OF LAUREL


Thomas C. Nelson, Mayor

ATTEST:


Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:


Sam Painter, Civil City Attorney

Task Order: South Side Stormwater Study

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 5, 2017 ("Agreement"), as amended by Amendment No. 1 dated October 13, 2020, Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: January 26, 2021
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering, Inc
- D. **Specific Project (title):** **South Side Stormwater Study**
- E. Specific Project (description): Complete a stormwater master plan for the area shown on the attached ST-1

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 as Additional Services 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

- A. Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:
 - Provide Engineer with access to the facilities, as needed, to complete the project. Provide requested information including existing (as-built) plans.
 - Review preliminary reports and plans provided by Engineer.

5. Task Order Schedule

- A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:
 - Owner desires to have the study complete by the end of 2021.

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 of Exhibit A)		
a. Study and Report Phase (A1.01)	\$ 46,400	Lump Sum
TOTAL COMPENSATION (lines 1.a-e)	\$ 46,400	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	Direct Labor

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: None

9. Attachments:

Exhibit A – Engineer’s Services for Task Order
ST-1 Scope of Work Diagram

10. Other Documents Incorporated by Reference:

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

October 13, 2020 Amendment to Engineer-Owner Agreement, Amendment No. 1.

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 January 26, 2021.

OWNER: City of Laurel

ENGINEER: KLJ Engineering, Inc .

By: 

By: 

Print Name: Thomas C. Nelson

Print Name: Mark Anderson

Title: Mayor

Title: Vice- President

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 Smith

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.smith@kljeng.com

Phone: 406-628-4796

Phone: 406-245-5499

Task Order Form – Southside Stormwater Study

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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Engineer's Services- South Side Stormwater Study

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Kickoff Meetings – Attend on kickoff meeting with City staff to clarify any questions regarding the scope of the project prior to commencing with work; facilitate one meeting with the Italian Ditch Company to develop a better understanding of their ditch use practices as they pertain to the portion of the Laurel Drain that passes through the northeast corner of the Study Area.
2. Survey and Mapping – Conduct a drone survey of the study area. Prepare a map from drone imagery and existing ground contours at 1-foot intervals. Map existing property lines and right-of-ways within Study Area, from plats of record and right-of-way maps from MDT. Property line and right-of-way mapping will be planning level accuracy and will not be based on a boundary survey.
3. Stormwater Delineation – Identify stormwater drainage patterns from the drone survey and map drainage areas within Study Area.
4. Field Evaluation – Evaluate streets, curb & gutter and other drainage infrastructure within the Study Area to identify deficiencies and confirm stormwater drainage patterns as needed. Evaluation will include a general field review of downstream drainage routes receiving water from the Study Area. The off-site drainage route evaluation will be limited to reaches from the Study Area to the nearest receiving stormdrain facility, irrigation ditch or established drain.
5. Stormwater Analysis – Complete a stormwater model to determine flow rates along all primary drainage routes within the study area and points of discharge from the Study Area. Use the model to identify deficiencies in capacity and to determine sizing requirements for recommended improvements. Hydrological and hydraulic analysis of the Italian Drain and Laurel Drain are beyond the scope of this study.
6. Evaluate Potential Impacts – Identify potential impacts that could result on downstream infrastructure due to concentrating or re-directing flow from the Study Area due to recommended street and stormwater system improvements.
7. Development of Alternatives – Develop alternatives to address identified deficiencies and potential impacts. This may include storm drain extensions, curb and gutter improvements, stormwater detention within the Study Area or improvements to convey water to downstream facilities. If flowrates to the Laurel drain are anticipated to increase due to improvements completed within the Study Area, alternatives may include further investigating alternative to divert water from the Italian Drain as previously identified in the 2007 Stormwater Preliminary Engineering Report. Analyzing

flow rates and capacity of downstream ditches and other infrastructure receiving stormwater from outside of the Study Area is not included.

8. Stake Holder Coordination – Meet one time with each of the following stake holders to receive input regarding alternatives that may affect their facilities:
 - a. Montana Department of Transportation
 - b. Schessler Ready Mix
 - c. Italian Ditch Company
 - d. Cenex Refinery
 9. Alternative Analysis – Develop Life Cycle Opinion of costs for each alternative being considered, include capital costs and operation costs if applicable. Where multiple reasonable alternatives are feasible to address a given deficiency, compare alternatives in a decision matrix to objectively weigh various cost/benefit factors and select alternatives for recommendation. Prepare map exhibits illustrating each recommended alternative as applicable.
 10. City Staff Review - Submit draft recommendations to City Public Works staff for review and comment. Meet with City staff to review recommendations and receive feedback. Revise recommendations, alternative concept exhibits, and Opinion of Cost based on City review comments one time.
 11. Master Stormwater Plan Report – Prepare a draft report summarizing complete study, including mapping, hydraulic analysis, alternative analysis, Opinion of Costs and other deliverables described in this scope as applicable; submit report to City Staff for final review; revise report one time based on City staff review comments; deliver two copies of final report to City.
 12. City Council Review – Present findings of report and recommendations to City Council.
- B. Engineer’s services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner two copies of final reports and presented findings and recommendation to City Council.

A1.02 *Preliminary Design Phase – Not Included*

A1.03 *Final Design Phase – Not Included*

A1.04 *Bidding or Negotiating Phase – Not Included*

A1.05 *Construction Phase – Not Included*

A1.06 *Post-Construction Phase – Not Included*

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner’s Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 1. Preparation of applications and supporting documents for grants or any other funding assistance.
 2. Preparation or review of environmental assessments and impact statements.

3. Any surveying or as-built measurement of existing facilities other than that specified as Basic Services.
4. Services resulting from significant changes in the scope, extent, or character of the Project.
5. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those specified as Basic Services.
6. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
7. Furnishing services of Consultants for other than Basic Services.
8. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
9. Analyzing the capacity or flow rates in the Italian Drain, Italian Ditch or other drains and Ditches outside of the study area.
10. Surveying or mapping of utilities
11. Geotechnical exploration or evaluation
12. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. For Additional Services listed below, 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 to cease from Owner.
 1. Preparation for and attending meetings in addition to those specified as Basic Services.
 2. Modifying deliverables per Owner's requests other than those modifications specified as Basic Services.



NO.	DATE	REVISION
1		

DATE TO BE REVIEWED	
PROJECT NUMBER	2004-01470
DATE OF ISSUE	10/27/2020

SOUTH SIDE STORMWATER STUDY AREA
 CITY OF LAUREL
 LAUREL, MT
 SCOPE OF WORK

SHEET
 ST1
 © KLJ 2020

