

RESOLUTION NO. R21-12

A RESOLUTION OF THE CITY COUNCIL APPROVING A TASK ORDER FOR KLJ ENGINEERING INC. TO AUTHORIZE THEM TO PREPARE AN UPDATED WATER SYSTEM PRELIMINARY ENGINEERING REPORT (PER) 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 February 23, 2021, by Council Member Klose.

PASSED and APPROVED by the City Council of the City of Laurel this 23rd day of February 2021.

APPROVED by the Mayor this 23rd day of February 2021.


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. 2004-01470 consisting of 3 pages, plus attachments.

Task Order: Water System PER

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: February 9, 2021
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering, Inc
- D. **Specific Project (title):** **Water System Preliminary Engineering Report (PER)**
- E. Specific Project (description): Prepare an updated Water System PER from the prior PER dated April 2014

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 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 City financial records as applicable, water metering records and any other information specified as Owner's responsibility in Engineer's Scope of Work.
 - 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:
- Basic Services are anticipated to be complete by January 1, 2022

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)	\$ 54,000	Lump Sum
TOTAL COMPENSATION (lines 1.a-e)	\$ 54,000	
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:**

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.

11. Terms and Conditions

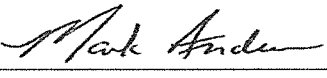
Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is February 9, 2021

OWNER: City of Laurel

ENGINEER: KLI 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

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.

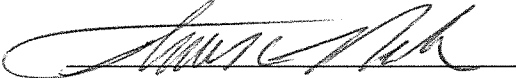
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The Effective Date of this Task Order is February 9, 2021

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:

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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

Engineer's Services- Water System PER

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. Owner shall:
 - 1. Provide the following information:
 - a. List of improvements completed on water system since 2014
 - b. Financial records for the water enterprise fund from 2017 – 2020
 - c. One full year of water meter records for water supply, treatment and services
 - 2. Consult with landowners related to easement and site acquisitions needed for proposed water tanks, booster stations, water main transmission lines or any other improvements.
- B. Engineer shall:
 - 1. Kickoff Meetings – Facilitate one kickoff meeting with City staff to clarify any questions regarding the scope of the project prior to commencing with work.
 - 2. Consult with Owner – Consult with City staff to obtain information regarding projects completed since the 2014 PER and gain information regarding any new issues that have developed in the system.
 - 3. Fire Flow Tests – With City's assistance, conduct fire flow tests at up to six (6) locations to collect information needed to calibrate the water model.
 - 4. Water Model – Update existing computer model of the water distribution system previously created with the 2014 PER. Update will include adding new pipe data from projects completed since 2014 and adjusting the model to calibrate to hydrant flow test results.
 - 5. Booster Station Analysis – Update booster station scenarios investigated in 2014 PER with new information regarding the potential for a school to be constructed in the north part of town using the adjusted computer model.
 - 6. Water Tank Analysis - Model up to three water tank sites for a new water pressure zone in the north part of town proposed in the 2014 PER. Site locations will be based on input from City staff related to feasibility of easement and site acquisitions as well as system hydraulics.
 - 7. Alternative Analysis – Analyze the cost and benefits of various alternatives to address water tank and booster station alternatives identified in the 2014 PER with any system modifications since 2014 and new information regarding the availability of various tank

sites. Alternatives considered will also include various types of tanks and supporting improvements to the distribution system. To be consistent with State funding program requirements, needs for the project will not be based on planned growth, however alternatives evaluated will take into consideration areas of new growth such as the new school planned in the northwest areas of the City.

8. Funding Analysis – Review various funding opportunities and grant programs to develop recommendation to fund proposed improvements.
9. Environmental Review – Prepare and submit letter to various State and Federal agencies listed in Uniform Application Guidelines to seek review comments related to any environmental concerns; Identify environmental resources from data bases available through public domain, including the State Historical Preservation Office, Montana Natural Heritage Program and National Wetlands Inventory; Present any environmental considerations with recommended alternatives at public hears related to PER; Complete environmental questionnaire for recommended alternatives.
10. PER Update – Prepare an update PER, using all applicable information from the 2014 PER. Updated PER will be prepared in accordance with provisions of the Montana Department of Commerce Uniform Application Guidelines as required for application for State administered grant programs.
11. City Staff Coordination – Meet with City staff up to 3 times over the course of the project to discuss potential solutions. Submit 3 copies of PER to City staff for review and modify one time based on City staff comments.
12. Public Input – Present PER with recommendations at one City Council Meeting and if appropriate, modify PER one time per direction from City Council.
13. PER Final Submittal – Submit 3 copies of final PER to City.

C. Engineer’s services under the Study and Report Phase will be considered complete on the date when the revised PER has been submitted to the City.

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 grant applications.
2. Conducting environmental surveys or conducting studies other than that referenced as Basic Services.

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. Surveying or mapping of utilities
10. Geotechnical exploration or evaluation
11. 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.