

RESOLUTION NO. R21-45

A RESOLUTION OF THE CITY COUNCIL APPROVING A TASK ORDER BETWEEN THE CITY OF LAUREL AND KLJ ENGINEERING INC. TO AUTHORIZE SERVICE FOR THE CITY CAPITAL IMPROVEMENTS PLAN (CIP).

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.

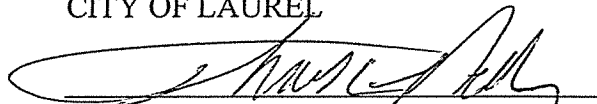
Section 3: Effective date. The effective date for the Task Order is upon adoption and approval of this resolution.

Introduced at a regular meeting of the City Council on May 25, 2021, by Council Member Stokes.

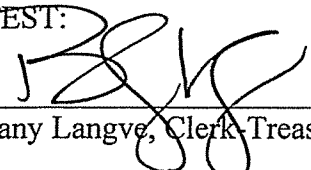
PASSED and APPROVED by the City Council of the City of Laurel this 25th day of May 2021.

APPROVED by the Mayor this 25th day of May 2021.

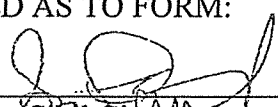
CITY OF LAUREL


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. 2104-00649, consisting of four (4) pages, plus attachments.

Task Order: City of Laurel Capital Improvement Plan

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: May 3, 2021
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering LLC
- D. Specific Project (title): City of Laurel 5-Year Capital Improvement Plan
- E. Specific Project (description): Planning services related to subdivision, zoning, development, floodplain hazard management, reviews and other related work

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 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)	\$125,000.00	Lump Sum
2. Additional Services (Part 2)	\$ (td)	Direct Labor

*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:

Agreement Exhibit C "Payments to Engineer for Services and Reimbursable Expenses" Article 2, Part C2.02 is modified as follows. All other parts of Agreement Exhibit C remain unchanged.

C. Direct Labor Costs Times a Factor

- For the specified category of services, Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of 3.4 for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
- Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.

- 3. The total estimated compensation for the specified category of services shall be stated in the Task Order.
- 4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated factor, plus reimbursable expenses (including Consultant's charges, if any).
- 5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

9. Attachments:

Exhibit A – Engineer’s Services for Task Order

10. Other Documents Incorporated by Reference:

December 5, 2017 Agreement between Owner and Engineer for Professional Services, Task Order Edition as amended by Amendment No. 1 dated October 13, 2020

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 May 3, 2021.

OWNER: City of Laurel

ENGINEER: Kadrmas, Lee & Jackson, 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: Thomas C. Nelson

Name: Matthew Smith, PE, PMP

Title: Mayor

Title: Project Manager

Address: PO Box 10
Laurel, MT 59044

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

Phone: 406-628-4796

Address: PO Box 80303
Billings, MT 59108

E-Mail
Address: Matt.smith@kljeng.com

Phone: 406-245-5499

This is **EXHIBIT A**, consisting of three (3) pages, referred to in and part of the Task Order dated May 3, 2021.

Engineer's Services for Task Order: City of Laurel Capital Improvement Plan

PART 1—BASIC SERVICES

A1.01 Capital Improvement Plan

- A. As Basic Services and upon request by Owner, Engineer shall:
1. For the purpose of this Task Order, Capital Expenditures shall be defined as items, services or expenditures that are \$50,000.00 or have a useful life of 5-years or longer.
 2. Conduct up to four (4) meetings/site visits to gather data and needs from the various City Departments, review existing conditions and facilities, unless such visits are not necessary or applicable.
 - a. Public Works
 - 1) Water Systems
 - 2) Wastewater Systems
 - 3) Storm Drain Systems
 - 4) Roads and Streets
 - 5) Public Works Buildings
 - 6) Public Works Vehicles and Equipment
 - 7) Solid Waste Equipment
 - 8) Container Site Equipment and Buildings
 - b. Police Department
 - c. Fire Department
 - d. EMS Department
 - e. City Administration
 - 1) Public Buildings
 - f. Parks and Recreation
 - 1) Buildings and Facilities
 - 2) Equipment
 - 3) Vehicles
 - g. Engineer will summarize the identified capital expenditures.
 - h. Develop Improvement Prioritization

- 1) The Engineer will provide the Owner with the summary of identified capital expenditures by Department and Sub-Department Units
 - a) The Owner will set priorities for each Department and Sub-Department Unit.
 - i. Develop Opinion of Probable Costs
 - 1) Based on the identified capital expenditures, the Engineer will develop budgetary level opinions of costs for the identified capital expenditures. These cost opinions will be budgetary level only intended for Planning Purposes.
 - j. Develop Capital Improvements Schedule
 - 1) Based on the identified capital expenditures, the Engineer will develop a preliminary capital expenditure schedule for the next five (5) years. The time frame for this will be based on the fiscal year 2022 through Fiscal 2026. (July 2021 to June 2026)
 - k. Summary of Potential Capital Project Funding
 - 1) Based on the identified capital expenditures, the Engineer will develop a summary of potential funding sources for the identified expenditures.
 - i. Develop a Five Year Capital Improvement Plan
 - 1) Based on the identified capital expenditures the Engineer will develop a draft CIP and deliver to the Owner ten (10) copies of the draft CIP.
 - 2) The Engineer will meet once with the City Council to review the draft CIP and collect comments on the document and necessary changes to meet the Governing Bodies priorities.
 - 3) Based on the comments received from the Owner, the Engineer will revise the draft CIP and deliver to the Owner ten (10) copies of the Final CIP for public hearing and adoption by the Governing Body.
 3. 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 planning services.
 4. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements.
 5. Attend and/or facilitate two (2) public hearings, City Council meetings, workshops, board/committee meetings, etc.
 6. Provide the Owner ten (10) paper copies and one (1) electronic copy of the Final adopted Capital Improvement Plan
- B. Engineer's 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.

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. None.