

RESOLUTION NO. R21-132

A RESOLUTION OF THE CITY COUNCIL APPROVING A TASK ORDER BETWEEN THE CITY OF LAUREL AND KLJ ENGINEERING INC. AUTHORIZING THE PREPARATION OF A DOWNTOWN PARKING 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 December 28, 2021, by Council Member Klose.

PASSED and APPROVED by the City Council of the City of Laurel this 28th day of December 2021.

APPROVED by the Mayor this 28th day of December 2021.

CITY OF LAUREL

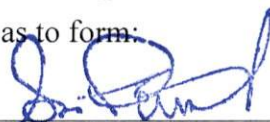


Emelie Eaton, Mayor

ATTEST:


Bethany Langve, Clerk-Treasurer

Approved as to form:


Sam S. Painter, Civil City Attorney

Hand

Task Order: Downtown Parking 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:
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering, Inc
- D. **Specific Project (title): Downtown Parking Study**
- E. Specific Project (description): Prepare a downtown parking study

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: None

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 square footages of uses for each block within the study Area.
 - 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)	\$ 30,000	Lump Sum
TOTAL COMPENSATION (lines 1.a-e)	\$ 30,000	Lump sum
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 12-28-2021

OWNER: City of Laurel

ENGINEER: KLJ Engineering, Inc .

By:



By:

Print Name: Emelie Eaton

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

Exhibit A – Engineer's Services – Water System PER

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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