

**RESOLUTION NO. R23-02**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE TASK ORDER AND ALL RELATED DOCUMENTS FOR THE SPLASH PARK INSTALLATION BY AND BETWEEN THE CITY OF LAUREL AND KLJ ENGINEERING, INC.**

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

Section 1: Approval. The Task Order and all related documents, by and between the City of Laurel and KLJ Engineering, Inc., a copy attached hereto and incorporated herein, is hereby approved.

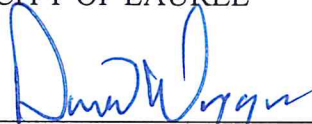
Section 2: Execution. The Mayor is hereby given authority to execute the Task Order and all related documents, by and between the City of Laurel and KLJ Engineering, Inc.

Introduced at a regular meeting of the City Council on the 10<sup>th</sup> day of January 2023 by Council Member Herr.

PASSED and APPROVED by the City Council of the City of Laurel on the 10<sup>th</sup> day of January 2023.

APPROVED by the Mayor on the 10<sup>th</sup> day of January 2023.


CITY OF LAUREL

  
\_\_\_\_\_  
Dave Waggoner, Mayor

ATTEST:

  
\_\_\_\_\_  
Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michele L. Braukmann, Civil City Attorney

## **Task Order: Splash Park Installation**

---

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: December 21, 2022
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering, Inc
- D. **Specific Project (title):** **Splash Park Installation**
- E. Specific Project (description): Repurposing of the City pool into a splash park

### **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: None

### **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 property, as needed, to complete the project.

- Provide known utility locations.
- Title work.

**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 August 4, 2023

**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. Design and Construction Phase Services (A1.01-A1.4)	\$57,020.00	Direct Labor, Not to Exceed
	<b>TOTAL COMPENSATION</b>	<b>\$57,020.00</b>	<b>Direct Labor, Not to Exceed</b>
2.	Additional Services (Part 2 of Exhibit A)	(N/A)	Direct Labor

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’ Services for Task Order  
Site Boundary Exhibit

**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 December 22, 2022.

OWNER: City of Laurel

ENGINEER: KLJ Engineering, LLC

By: 

By: 

Print Name: Dave Waggoner

Print Name: Luke LaLiberty

Title: Mayor

Title: Associate 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: Ryan Welsh

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: ryan.welsh@kljeng.com

Phone: 406-628-4796

Phone: 406-245-5499

This is **EXHIBIT A**, consisting of 8 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** Project No. 2204-01898.

**Engineer's Services  
Laurel Splash Park**

---

**Project Description:**

This project consists of providing Civil and Surveying Services to the City of Laurel (Owner) for the design of the following:

**Repurposing of the City pool into a splash park.**

Owner Facility is located on Lot 1, Block 36 of Allard Subdivision in Laurel, MT and is further described as Lots 1 – 22, Block 37 in Section 09 of Township 02 South, Range 24 East, Yellowstone County, Montana.

KLJ Engineering will provide Topographic Mapping of the existing City pool site as shown in the attached site boundary map, Site Civil Engineering for the site civil improvements to include:

Demolition of specific parts of the existing pool to be further identified in design

Design of the reclamation of the existing pool site

Coordination with Playspace Designs who will design the splash park facility (it is expected that the City will contract with Playspace Designs to perform a design build of the facility).

Design of the water supply system to the splash park

Design of the wastewater system to collect from the splash park

Design of the internal splash systems is to be completed by Playspace Designs

The Owner's budget for the design and construction is between \$200,000 and \$300,000.

**Project Schedule:**

Topographic Survey: Four weeks from Agreement execution (approx. 1/13/23 – 2/10/23)

Schematic Design: Three weeks from Topographic Survey (approx. 2/10/23 – 3/3/23)

Design Development: Four weeks from acceptance of Schematic Design (approx. 3/10/23 – 4/7/23)

Construction Documents: Four weeks from acceptance of Design Development (approx. 4/14/23 – 5/12/23)

City Review & Revisions: Approximately Two weeks from acceptance of Construction Documents (approx. 5/26/23 – 6/9/23)

Construction: 8 weeks from completion of City revisions (approx. 6/9/23 – 8/4/23)

Engineer shall provide Basic Services as set forth below.

**PART 1 – BASIC SERVICES**

**A1.01 Project Management**

A. The following applies to the entire Project.

1. Organize and facilitate one kick-off meeting with Owner, Contractor, and Engineer's project teams to confirm roles, responsibilities and expectations for completing the project.
2. Provide project management services consisting of creating a work breakdown structure and detailed project schedule, creating and implementing a project management plan, facilitating internal weekly progress meetings and team coordination, reviewing time and expenses and generating monthly invoices, providing bi-weekly status updates to Owner, and provide oversight of the day-to-day Project activities.

A1.02 *Topographic Survey mapping*

- A. During this phase KLJ will survey within the attached site boundary map to create a topographic base map.
- B. Engineer shall:
  1. Research property boundaries based on plats and certificates of survey obtained from public records. The property boundary survey is projected to include ties only to readily identifiable property corners in order to allow survey maps on each side to be computed and attached to the base drawing.
  2. Topographic and Design Surveys – Complete and furnish preliminary ground survey of project limits to include site contours, existing surface features, and above- and below-ground utilities as located by "one-call Locators". Topographic survey will generally be bounded within the project limits of the site, and occasionally beyond as needed to verify grades, adjacent features, and structures. The topographic survey will be accomplished by conventional survey methods. Primary control points will be established as Montana NAD83 (2002) OPUS corrected State Plane Coordinates. Prior to beginning topographic data collection, a level network will be run through all control points and tied to the vertical datum. As topographic data is collected an ongoing QC-QA process will verify data and make sure pertinent features are included on the map.
  3. Base Drawing Preparation – Create a base drawing depicting calculated parcel boundaries, topographic survey data, and record drawings provided by Owner and other utility owners.
  4. Easements - Identify and map existing recorded easements on the property found within the Owner provided title work. The Owner assumes all risk of ownership discrepancies and conflicts with easements or encumbrances not included in the title work provided by the Owner.
- C. Deliverables:
  1. Topographic Base Drawing Suitable for design of improvements.
- D. Owner's Responsibilities:
  1. Provide known utility locations
  2. Ensure access to the property
  3. Title work
- E. Assumptions:

1. Engineer's fee assumes that the above work will occur during a period when snow is not present.
2. "One-Call" locates all utilities within the limits of the site.
3. Existing piping of pool system will be identified by the City.
4. Property pins are present in their accurate locations and will not require additional research or field work to reestablish or locate.

A1.03 *Schematic Design*

A. Phase Description:

1. During this phase a conceptual drawing will be prepared to begin permitting conversations (if needed).

B. During this phase the engineer will complete the following:

1. Attend Kickoff Meeting
2. Site visit
3. One Concept Site Drawing containing:
  - a. Splash Park General Features
  - b. Site Access location
  - c. Utility Connection locations and estimated sizes
  - d. Known Constraints
4. Attend 2 Coordination meetings as required

C. Deliverables:

1. Concept Drawing

D. Owner's responsibilities:

1. Provide the type and number of water features
2. Provide access for Engineers site visit
3. Preliminary Schedule

E. Assumptions:

1. Site visit will be completed when the site is not covered with snow.
2. City will not be recirculating water used by the splash park
3. No treatment system will be required for the water flowing to the splash park features.
4. Existing City water pressures and flow are at levels where additional pumping or reducing systems will not be needed.
5. Splash Park features will be presented to City with approximate installation cost for each and City will identify those features they want within their expected budget.
6. Splash Park features, layout, and park piping will be laid out and designed by Playspace Design.

7. Existing pool building will be utilized for manifold connection, to house control features, and installation of monitoring system required for splash park operation.
8. Engineer's scope assumes that there will not be a need for mechanical or architectural design or modifications to the existing building.

A1.04 *Design Development*

A. Phase Description:

1. During this phase KLJ will prepare 65% complete plans and specifications for the site.

B. KLJ will complete the following:

1. Site Plan which will contain the following:
  - a. Splash Park layout relative to property boundaries
  - b. Detail reclamation needs for the existing pool and piping
  - c. Exterior Concrete (sidewalks and pads)
  - d. Benches and/or seating areas for end users.
2. Grading and Drainage plans (which will be incorporated into Site Plan)
  - a. Existing and finished contours
  - b. Finished Floor Elevations
  - c. Drainage arrows
  - d. Spot Elevations of significant features
  - e. Slopes of concrete where appropriate
  - f. Facilities to divert offsite stormwater flows if required
3. Utility Plan
  - a. Water Service connection from the City of Laurel's Water Distribution System to within 5' of the building foundation
  - b. Sewer Service connection from the City of Laurel's Sewer Collection System to within 5' of the building foundation
4. Detail Sheets and details as appropriate
5. Attend up to two (2) design coordination meetings, as required

C. Deliverables:

1. 65% complete plans and specifications

D. Owner's Responsibilities

1. Specific feature selection
2. Updated Schedule
3. Submit changes that affect the site to KLJ as soon as possible

E. Assumptions

1. No improvement to existing building, parking, or lot access is included.



2. Drainage design will not be needed as project does not expand on existing hard surfacing
3. Water and Sewer Service will be provided from City of Laurel
4. Existing on-site utilities will be used for connection.
5. Electrical plans to be simple plug and play and not require design by an Electrical Engineer.

A1.05 *Construction Documents*

A. Phase Description:

1. This phase will produce the plans and specifications required for bidding and construction.

B. KLJ will complete the following:

1. Further develop plans completed during design development.
2. The following will be added to the Site Plan
  - a. Coordinate for any electrical connection or installation to be provided by Playspace Design
3. Attend two coordination meetings
4. Attend Owner 95% Plan Review
5. Revise Construction documents once, based on Owner's quality control review

C. Deliverables:

1. Construction plans with Engineers stamp and specifications

D. Owner's Responsibilities

1. Update Schedule
2. Review and comment on submitted plans
3. Submit changes that affect the site to KLJ prior as soon as possible

E. Assumptions

1. This project will refer to the Montana Public Works Standard Specifications, wherever possible and supplement with notes and details in the plans. No separate specifications will be produced.

A1.06 *Construction Phase*

A. As Basic Services, Engineer shall:

1. Coordinate the execution of the Contract Documents between the Owner and Contractor.
2. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction

Contract (the Edition of which is to coincide with the current Montana Public Works Standard Specifications in effect at the time of a specific Task Order), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

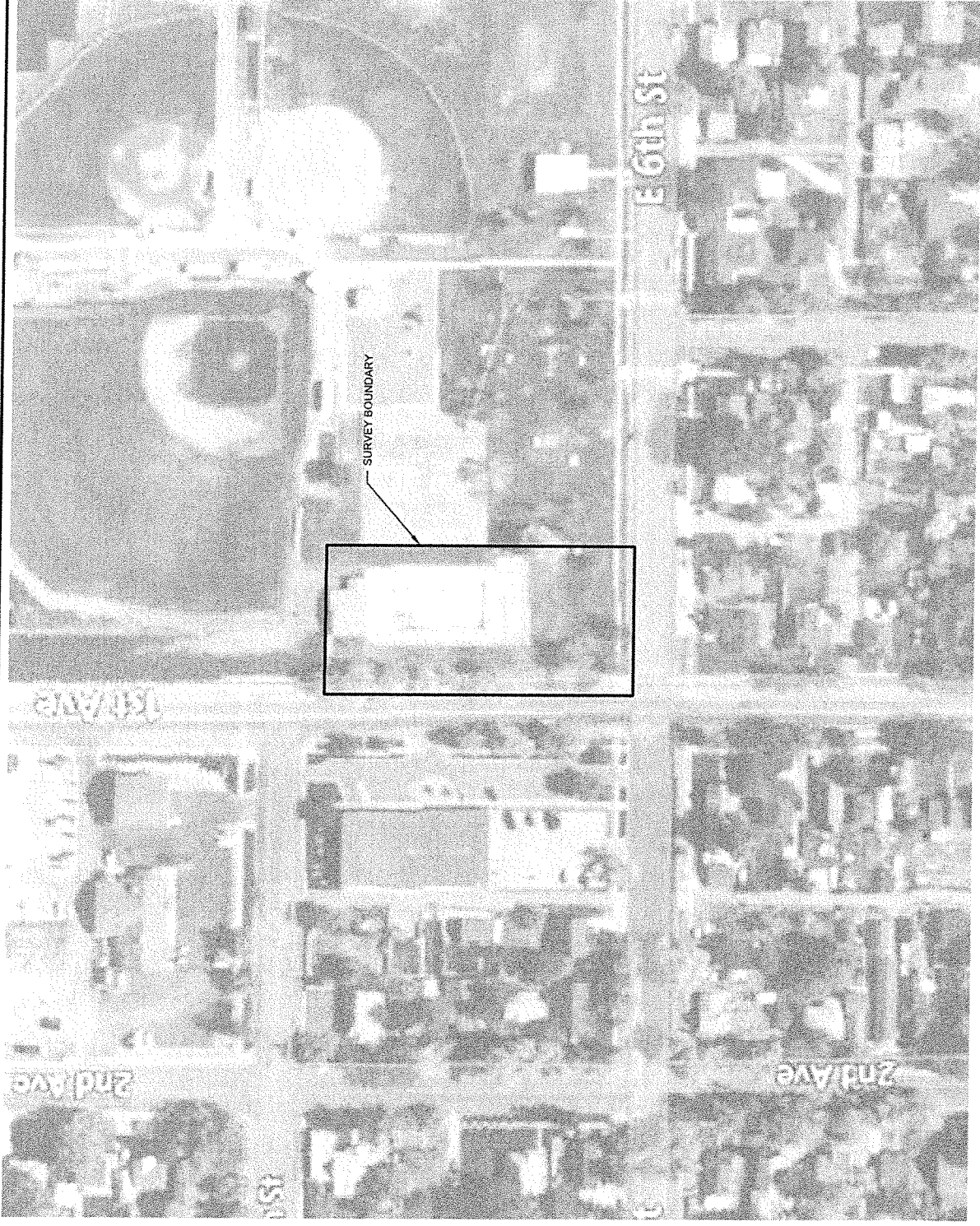
3. *Pre-Construction Conference*: Coordinate and participate in a pre-construction conference prior to commencement of Work at the Site.
4. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
  - a. Make up to six (6) visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe the progress of Contractor's executed Work. Such visits and observations by Engineer are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
5. *Construction Staking*: Stake the center of the proposed features
6. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
7. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
8. *Shop Drawings, Samples, and Other Submittals*: Review take appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
9. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of the Additional Services of this Exhibit A.

10. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation
11. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data reviewed as provided above. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
12. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
13. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor.
14. *Start-up:* Engineer will review operation and maintenance manuals submitted by the Contractor and will be on site during the equipment start-up and operator training.
15. *Record Drawings:* Engineer will develop Record Drawing for the project and submit to the MT-DEQ and two paper copies to the Owner along with one digital copy in PDF format.

*A2.01 Additional Services:*

- A. *Advance Written Authorization Required:* 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 Agreement to be included as 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 Agreement.
  1. Services in addition to those defined under Basic Services including but not limited to: study and report phase services, marketing exhibits, environmental studies, traffic impact analysis, opinions of probable construction cost, permitting, permit application materials, requests for zoning change or any deviation or variance from local standards or zoning regulations, or any entitlements services such as lot modifications, platting, easements, etc.

2. Design services in addition to those defined under Basic Services including but not limited to: structural design including but not limited to foundations and retaining walls, mechanical engineering services, geotechnical engineering or services to aid in the completion of their recommendations, or design of offsite improvements.
3. Site lighting design
4. Landscaping design
5. Irrigation system design
6. Onsite water source development/design
7. Design of on-site wastewater treatment system
8. Design of wastewater pumping systems.
9. Design of stormwater pumping systems or treatment systems.
10. Design of improvements to be constructed via trenchless methods.
11. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
12. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
13. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
14. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
15. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
16. Modifying final approved design or digital files as may be required for Owner's or Contractor's use during construction.
17. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
18. Providing a traffic analysis of existing or future conditions.
19. Providing any structural design for improvements to the property.
20. Provide right-of-way or permanent easement acquisition services.
21. Providing any 3-D or artistic renderings.
22. Engineer's fee does not include submittal, review, recording, permit, system development, or other fees. These fees are to be paid by Owner.
23. Reviewing a Shop Drawing more than two (2) times, as a result of repeated inadequate submissions by Contractor.
24. Other additional services performed or furnished by Engineer.



NO.	DATE	REVISION

PROJECT NO. 2201-10000-1000-0001  
PROJECT NAME LAUREL SPLASH PARK  
DATE 12/23/2022

LAUREL SPLASH PARK  
LAUREL, CITY OF  
CITY POOL SITE  
SITE BOUNDARY EXHIBIT

SCALE: S1