

RESOLUTION NO. R23-04

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE TASK ORDER AND ALL RELATED DOCUMENTS FOR THE CITY OF LAUREL ZONING SERVICES 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.

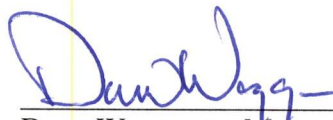
Section 2: Execution. The Mayor is hereby given authority to execute the Task Order and all related documents, by and between the City of Laurel and KLJ Engineering, Inc.

Introduced at a regular meeting of the City Council on the 24th day of January 2023, by Council Member Klose.

PASSED and APPROVED by the City Council of the City of Laurel on the 24th day of January 2023.

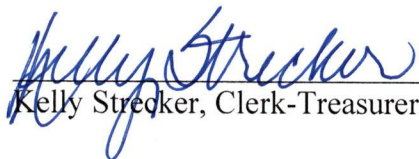
APPROVED by the Mayor on the 24th day of January 2023.

CITY OF LAUREL



Dave Waggoner, Mayor

ATTEST:



Kelly Streckler, Clerk-Treasurer

APPROVED AS TO FORM:



Michele L. Braukmann, Civil City Attorney

Task Order: City of Laurel Zoning Services

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 5th, 2017 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: January 24, 2023
- B. Owner: City of Laurel, MT
- C. Engineer: KLJ Engineering LLC
- D. Specific Project (title): **City of Laurel Zoning Services**
- E. Specific Project (description): Zoning Services related to City of Laurel new Zoning Code

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. 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

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 of Exhibit A)	-	-
a. Fixed Fee	\$67,000	Lump Sum
TOTAL COMPENSATION (lines 1.a)	\$67,000	Lump Sum
2. Additional Services (Part 2 of Exhibit A)	(tbd)	(tbd)

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

10. Other Documents Incorporated by Reference:

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

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.

OWNER:

By:

David Wagoner

Print Name:

DAVID WAGONER

Title:

MAYOR

ENGINEER: KLJ Engineering LLC

By:

Luke LaLiberty

Print Name:

Luke LaLiberty

Title:

Associate Vice President

Firm's Certificate No. (if required):

PEL-EF-LIC-37

State of:

Montana

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Kurt Markegard

Title:

Director of Public Works

Address:

PO Box 10
Laurel, MT 59044

E-Mail

Address:

kmarkegard@laurelmt.gov

Phone:

406-628-4796

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name:

Forrest Sanderson, AICP, CFM

Title:

Senior Planner

Address:

PO Box 80303
Billings, MT 59108

E-Mail

Address:

forrest.sanderson@kljeng.com

Phone:

406-245-5499

This is **EXHIBIT A**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated December 5, 2017.

Engineer's Services for Task Order No. 2204-01585: City of Laurel Zoning Services

1. Background Data:

- a. Effective Date of Task Order: January 24, 2023
- b. Owner: City of Laurel, MT
- c. Engineer: KLJ Engineering LLC
- d. Specific Project: City of Laurel, Zoning Code Services

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 *Zoning Services*

A. Engineer shall:

- 1. Review existing zoning regulations and issues listed by City Staff and Zoning Commission.
- 2. Attend kick off meeting with City Council and Zoning Commission.
- 3. Attend a maximum of 1 kickoff meeting, eight (8) Laurel Zoning Commission work sessions, and one (1) public hearing by Laurel Zoning Commission. A total of ten (10) meetings.
 - a. *The kickoff meeting, work sessions, and public hearing comprise the total ten (10) meetings.
- 4. Prepare draft zoning regulations and official zoning map in accordance with Laurel Municipal Code Title 17: Zoning, Chapter 17.04 et. seq. and 76-2-301 et. seq. MCA for the public hearing by the Zoning Commission.
- 5. Prepare legal notice for publication of the Laurel Zoning Commission public hearing;
- 6. Attend one (1) work session and one (1) public hearing and first reading of the Laurel City Council to adopt the Ordinance adopting Zoning Regulations and Official zoning Map. Preparation of the Ordinance shall be the responsibility of the City.
- 7. Prepare legal notice for the public hearing and first reading of the Ordinance Adopting the Zoning Regulations and Official Zoning Map for the City of Laurel.
- 8. Provide ten (10) bound and one (1) electronic pdf copies of the final regulations and official zoning map after adoption.

B. Deliverables:

- 1. Meeting Minutes
- 2. Draft Zoning Regulations

Exhibit A – Engineer Services

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3. Draft Zoning Map
4. Legal Notice for Hearings
5. Final Zoning Regulation (10 Copies)
6. Final Zoning Map (10 Copies)

PART 2 – ADDITIONAL SERVICES

A1.01 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. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 2. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 3. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 4. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 5. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 6. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
 7. Furnishing services of Consultants for other than Basic Services.

Exhibit A – Engineer Services

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8. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
9. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
10. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
11. 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.
12. Overtime work requiring higher than regular rates.
13. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
14. 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*

- B. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, 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. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.