



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, JANUARY 19, 2021
6:30 PM
ONLINE**

Public Input: *Citizens may address the Council regarding any item of City business that is not on tonight's agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda. If a citizen would like to speak or comment regarding an item that is on tonight's agenda, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.*

Be advised, if a discussion item has an upcoming public hearing, we would request members of the public to reserve your comments until the public hearing. At the public hearing, the City Council will establish an official record that will include all of your comments, testimony and written evidence. The City Council will base its decision on the record created during the public hearing. Any comments provided tonight will not be included in the record or considered by the City Council.

General Items

Executive Review

1. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Shallow Creek Kennels Inc. For The Provision Of K-9 Training Services For The City Of Laurel's Police Department.
2. Resolution - A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And Klj Engineering Inc. To Authorize Work For The Project Known At The 5th Avenue Water Main Re-Route.
3. Resolution - A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. To Authorize The Reconstruction And Rehabilitation Of Screw Pump "B" At The City's Wastewater Treatment Plant.
4. Resolution - A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. To Authorize Work For The Water Treatment Plant Lift Well Replacement Project.
5. Resolution - A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. To Authorize A Southside Storm Water Study For The City Of Laurel.
6. Resolution - Budget Amendment Resolution Amending Revenues And Appropriations For The Library And Permissive Medical Levy Funds For Fiscal Year 2019-2020
7. Ordinance O21-01: An Ordinance Creating A New Title 13 Entitled "Fire Prevention And Protection" And Amending And Renumbering Certain Sections Of Title 15 And 8 Of The Laurel Municipal Code Updating The City's Fire Prevention And Protection Codes.

Council Issues

Other Items

Review of Draft Council Agendas

8. Draft Agenda Council Agenda for January 26, 2021.

Attendance at Upcoming Council Meeting

Announcements

9. Employee Recognition January 2021- June 2021.

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

DATES TO REMEMBER

File Attachments for Item:

1. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Shallow Creek Kennels Inc. For The Provision Of K-9 Training Services For The City Of Laurel's Police Department.

RESOLUTION NO. R21-__

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
SIGN A CONTRACT WITH SHALLOW CREEK KENNELS INC. FOR THE
PROVISION OF K-9 TRAINING SERVICES FOR THE CITY OF LAUREL'S
POLICE DEPARTMENT.**

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

Section 1: Approval. The contract between the City of Laurel and Shallow Creek Kennels, Inc. relation to K-9 Training Services, a copy attached hereto and incorporated herein, is hereby approved.

Section 2: Execution. The Mayor and the City Clerk of the City of Laurel are hereby given authority to execute the contract on behalf of the City.

Introduced at a regular meeting of the City Council on _____, 2021, by
Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____ day of
_____, 2021.

APPROVED by the Mayor this ____ day of _____, 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

SHALLOW CREEK KENNELS INC.
CONTRACT FOR SERVICES

And now this 15th day of December 2020, this agreement is entered into between Shallow Creek Kennels, Inc. hereinafter referred to as "Contractor" and Laurel Police Department hereinafter referred to as "Department" and in consideration thereof agree as follows:

ARTICLE I

This agreement will become effective on the date of execution of same and will remain in full force and effect for a period of Four weeks which is agreed to be Four weeks from the commencement of training, or unless earlier terminated as provided in Article IV of this agreement. Training shall commence no later than March 15th, 2020 and is estimated to conclude on or April 9th, 2020. Contract must be signed and returned as soon as possible to assure a position in class.

ARTICLE II

The contractor will perform the services specified in the description of services attached to this agreement and incorporated herein by reference. The Contractor shall provide the pre-training of One (1) canines supplied by the Contractor and the training of One (1) handler (s) chosen by the Department. It is specifically agreed that the Contractor shall have sole and exclusive discretion to determine the methods, details and means of performing the services more fully described in Article IV.

ARTICLE III

In consideration for the services to be performed by the Contractor, the Department agrees to pay the Contractor the sum of \$11,500.00 said to be paid as follows: \$8,000.00 deposit to be paid no later than February 1st, 2021 and \$3,500.00 to be paid at the conclusion of the training session, no later than April 9th, 2021. In the event that the Department desires to terminate the Agreement prior to the conclusion of the four week training session, the Department shall forfeit any and all sums of money paid to the Contractor.

ARTICLE IV

The Contractor agrees to devote his time, expertise and effort to the performance of his services to the Department as contracted to under the terms of the Agreement; however, it is specifically understood by the parties that the Contractor may at his discretion engage in and provide other services for additional clients, departments and individuals who may not be a party to this Agreement during the length of this Agreement.

The contractor will supply all of the food and board for the canines who are participating in pre-training under the terms of this Agreement. Further, the Contractor will supply all tools and instruments required to perform the services as contracted to under the terms of the Agreement.

It is specifically agreed to that the Department shall indemnify and hold the Contractor harmless from any and all injuries that may be sustained by either the canines or handlers which may occur during the training sessions or after the conclusion of the training sessions. The Department assumes sole and complete responsibility and liability for any and all injuries that may be sustained by either the canines or handlers which may occur during the training sessions or after the conclusions of the training sessions.

It is specifically understood and agreed that the Contractor will not be providing worker's compensation insurance to the handler's who may be participating in the training sessions. It is specifically understood and agreed upon by the parties that the Department shall at all times maintain a liability insurance policy on behalf of their canines. The Department further agrees to hold the Contractor harmless from any and all claims which may arise from any act or omission of the Departments canines or handlers.

The Contractor will not be liable to the Department or any other individuals who may claim any right due to a relationship with the Department for any act or omission in the performance of the services contracted for under the terms of this Agreement. The Department shall indemnify the Contractor free and harmless from any obligations, cost, claims, judgments, attorney fees and attachment arising from, growing out of or in any ways connected with the services rendered to the Department under this Agreement.

Neither this Agreement nor any of the duties or obligations provided for under the terms of the same may be assigned by the Contractor without the prior written consent of the Department.

ARTICLE V

Contractor agrees to train the respective canines possessing the proper drives and characteristics, in the following areas:

Narcotics Detection with respect to marijuana YES OR NO, cocaine, methamphetamines, heroin and all of their derivatives.

Tracking with Article Search.

Provided that the canine team meets the standards and requirements of the North American Police Work Dog Association at the conclusion of the training sessions contracted for under the terms of this Agreement, the Contractor agrees to certify said canine and handler.

Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer, intending to be legally bound hereby.

WITNESS:

PARTIES OF THE FIRST PART:

C. John Brannon II

Shallow Creek Kennels, Inc. Agent

ATTEST:

PARTY OF THE SECOND PART:

Department

File Attachments for Item:

2. Resolution - A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And Klj Engineering Inc. To Authorize Work For The Project Known At The 5th Avenue Water Main Re-Route.

RESOLUTION NO. R21-__

A RESOLUTION OF THE CITY COUNCIL APPROVING A TASK ORDER BETWEEN THE CITY OF LAUREL AND KLJ ENGINEERING INC. TO AUTHORIZE WORK FOR THE PROJECT KNOWN AT THE 5TH AVENUE WATER MAIN RE-ROUTE.

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 _____2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this __th day of _____2021.

APPROVED by the Mayor this __day of _____2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

Task Order: 5th Avenue Water Main Reroute

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: January 26, 2021
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering, Inc
- D. Specific Project (title): 5th Avenue Water Main Reroute
- E. Project Description: As shown on the attached Sheet ST-1, this project consists of the abandonment of a 12" waterline that connects 11th Street to 12th Street north of 5th Avenue in Laurel, Montana. The 12" waterline is to be routed from the intersection of 5th Avenue and 11th Street, east to 4th Avenue and then north to 12th Street where it will turn back west and run back to the original connection point along 12th Street where 5th Avenue would connect if it continued north of 11th Street. Also included with this project will be the abandonment of an existing 8" water main along 12th Street between 4th Avenue and what would be 5th Avenue if it extended north of 11th Street. The new 12" waterline in 12th Street will also extend east to connect into a 10" watermain that is approximately 750-ft away. An 8" sewer main will be included that will connect onto an existing sewer manhole at the alley way between 12th Street and Laurmac Lane on 4th Avenue and extend east for approximately 100-ft. This project will include approximately 2,125 lf of 12" water main, 100 lf of 8" sewer main, 5 water service connection, and 1,552 sy of asphalt surface replacement.

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 – Owner and Engineer anticipate a Task Order amendment to incorporate RPR services following completion of Final Design Phase 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 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:
- Pay the cost of any review fees imposed by agencies having jurisdiction over the project.
 - Coordinate with Laurel Public Schools and other stakeholders to evaluate access and traffic control considerations.
 - Perform all duties (including legal and bond counsel) related to creating a special improvement district not identified in Engineer’s Basic Services below.

5. Task Order Schedule

- A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:
- Owner desires to have construction occur between June 1, 2021 and November 15, 2021. Engineer will plan the project to accommodate these dates, barring delays from SID creation, weather or other unexpected circumstances.
 - Owner will provide review comments, in writing, to Engineer for any draft deliverables submitted by Engineer. Owner will provide comments within 10-days of receipt from Engineer. Owner acknowledges delays in review/response may extend the final schedule.
 - Engineer shall provide periodic updates to Owner on the anticipated completion schedule, throughout the duration of the project.

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:, Design and Bidding Phases (A1.01-A1.05)	\$ 53,000	Lump Sum
2. Basic Services: Construction and Post-Construction Phase (A1.06-A1.07)*	\$ 53,000	Direct Labor
TOTAL COMPENSATION	\$ 106,000	
3. Additional Services (Part 2 of Exhibit A)	(N/A)	Direct Labor

*Based on a 1.5 -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: 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
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 January 26, 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:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Kurt Markegard

Name: Matt Smith

Title: Director of Public Works

Title: Project Manager

PO Box 10

PO Box 80303

Address: Laurel, MT 59044

Address: Billings, MT 59108

E-Mail

E-Mail

Address: kmarkegard@laurel.mt.gov

Address: matt.smith@kljeng.com

Phone: 406-628-4796

Phone: 406-245-5499

Task Order Form – 5th Avenue Reroute

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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Engineer's Services for Task Order: 5th Avenue Reroute

PART 1—BASIC SERVICES

A1.01 *Project Management*

- A. Tasks below apply to the entire Task Order.
1. Organize and facilitate kick-off meetings (one each) with Owner 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 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.
 3. Attend up to three (3) unscheduled meetings as needed to coordinate with Owner or other stakeholders.
 4. Public Informational Meeting – It is expected that one (1) public informational meeting will be held prior to construction. Engineer will prepare necessary exhibits and attend to represent the project.

A1.02 *Topography and Boundary Survey:*

- A. Provide right-of-way and parcel ownership research and mapping. Research property boundaries based on plats and certificates of survey obtained from public records. The right-of-way 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. This procedure is anticipated to be sufficiently accurate to reasonably determine the existing right-of-way and decide if right-of-way acquisition should be evaluated in greater detail. If acquisition is necessary, subject properties likely will require individual surveys and lot lines verified, the work associated with which is not included in this scope of work and will be addressed as Additional Services.
- B. 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. Topographic survey will generally be bounded within right-of-way limits, 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 all data and make sure pertinent features are included on the map.

- C. Base Drawing Preparation – Create a base drawing depicting calculated parcel boundaries, topographic survey data, and record drawings provided by Owner and other utility owners.
- D. Engineer's fee assumes that the above work will occur during a period when snow is not present at the Site.

Deliverable: Topographic Base Map

Owner provides: known utility locations.

A1.03 *Preliminary Engineering*

- A. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
- B. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
- C. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer.
- D. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project. The extent of Engineer's design tasks that will be reflected in Drawings and Specifications, will include the following components:
 - 1. Water and Sewer Main Design
 - a. Design the abandonment of the watermain that runs underneath property between 11th Street and 12th Street along 5th Ave.
 - b. Design the routing of a new 12" PVC water main from the intersection of 5th Ave. and 11th Street to a connection point in 12th Street utilizing the 4th Ave. Right of Way.
 - c. Design a new 12" PVC water main from Fairview Lane to Valley Drive along 12th Street and connection to the existing waterlines at those locations.
 - d. Design sewer extension to serve lots not currently within the City of Laurel on the South side of 12th Street between 4th Ave. and Valley Drive.
 - e. Detail Drawings – Provide detail drawings of water and sewer main and other supplemental design information required for construction.
 - 2. The project will be confined to existing right-of-way limits. However, existing fences, landscaping, retaining walls and similar features may be disturbed by construction. Since the extent of potential impacts is undetermined, the scope of work does not include design of repairing or replacing adjacent private property features. If required, Engineer would provide related work as Additional Services upon Owner's authorization.
 - 3. The following tasks are also included in Engineer's scope of services as part of the Preliminary Design Phase.

- a. Coordinate with affected private utility owners (power, gas, phone, etc.), and evaluate if existing or potential conflicts necessitate utility relocation. If required, facilitate one (1) preliminary utility coordination meeting with Owner and other utility owners. Provide a written summation of utility owners comments. Completing a Subsurface Utility Engineering (SUE) survey is not included in this scope of work.
 4. Based on the information contained in the Preliminary Design Phase documents, prepare an opinion of probable construction cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 5. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 6. Furnish two (2) review copies of the Preliminary Design Phase documents, opinion of probable construction cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner.
 7. Visit the Site as needed to assist in preparing the Preliminary Design Phase documents and to review with Owner. Up to two (2) combined Site visits or Owner meetings are included in the Preliminary Design Phase tasks.
- E. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables. Engineer's fee is based on completing the Preliminary Design Phase services above one time; multiple iterations will be provided as Additional Services. Engineer will not proceed with Final Design Phase without Owner's acceptance of Preliminary Design Phase documents, opinion of probable construction cost, and any other Preliminary Design Phase deliverables that may affect the scope of the Project.
- F. Preliminary Engineering Deliverables:
1. Utility Coordination Meeting Comments
 2. Preliminary Water and Sewer Plan and Profile Drawings
 3. Preliminary Detail Sheets for water and sewer
 4. Opinion of probable construction cost
 5. Preliminary Construction Agreement Documents Based on the EJCDC C-700 Contract.

A1.04 *Final Design Phase*

- A. As Basic Services, Engineer shall:
1. On the basis of the above acceptance, direction, and authorization, and after receiving Owner's written review comments, prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Engineer's fee is based on completing the Final Design Phase services described below one time; multiple iterations will be provided as Additional Services.
 3. Visit the Site as needed to assist in preparing the final Drawings and Specifications and to review with Owner. Up to two (2) combined Site visits or Owner meetings are included in the Final Design Phase tasks.
 4. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from the Montana Department of Environmental Quality. Additional permitting is not anticipated.
 5. Advise Owner of any recommended adjustments to the opinion of probable construction cost.
 6. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 7. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 8. Furnish for review by Owner, its legal counsel, and other advisors, three (3) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner.
 9. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.
- D. Final Engineering Deliverables:
1. Final plans for Bidding

2. Final construction Contract Documents for Bidding
3. Completed MDEQ application

A1.05 Bidding or Negotiating Phase

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
3. Consult with Owner as to the qualifications of prospective contractors.
4. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
5. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, evaluate bids and provide a recommendation of award (if applicable), and assist Owner in assembling final contracts for the Work for execution by Owner and Contractor and in issuing notices of award of such contracts.
6. If Owner engages in negotiations with bidders or proposers, assisting Owner with respect to technical and engineering issues that arise during the negotiations will be provided subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

C. Deliverables:

1. Bid Tab
2. Conformed Contract Documents
3. Addenda, If required.
4. Notice of Award Recommendation Letter

A1.06 Construction Phase

A. As Basic Services, Engineer shall:

1. *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.

2. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D of the Master Services Agreement, which is hereby incorporated by reference. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. It is anticipated that 300 hours of on-site RPR time will be sufficient to provide necessary construction observation through substantial completion, based on a recommended construction contract not to exceed 45 calendar days. RPR hours beyond this estimate are Additional Services and would require written authorization prior to proceeding. Construction observation time resulting from Contractor working outside of normal work hours, as will be defined in the contract documents will be paid by Owner to Engineer and then deducted from the Contractor's payment.
4. *Neighborhood Meeting*: Engineer will attend and assist in one (1) neighborhood meeting. The meeting will primarily be informative to the public prior to beginning construction. Engineer will provide exhibits and/or preliminary drawings to assist with the discussion as needed. Preparation of 3-D renderings or similar artistic graphical displays is not included. Owner will send notifications for meeting invitations.
5. *Selection of Independent Testing Laboratory*: Through Engineer's Subconsultant, provide Quality Assurance testing services as specified in Section 01400 of the Project Manual, at frequencies deemed necessary by the Engineer.
6. *Pre-Construction Conference*: Facilitate a pre-construction conference prior to commencement of Work at the Site.
7. *Electronic Transmittal Protocols*: If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
8. *Original Documents*: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction

Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

9. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
10. *Baselines and Benchmarks*: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed. Provide construction surveys and staking to enable Contractor to perform its work. The total number of Engineer's survey crew project site mobilizations included in the tasks above is two. Contractor will be responsible for all construction surveys not listed below; staking requests in addition to the specific items listed below or in excess of the budgeted number of mobilizations will be provided as Additional Services. Re-staking of previously completed work due to no fault of Engineer will be provided as Additional Services. Staking shall be provided for:
 - a. Establish horizontal and vertical control – verify and reestablish horizontal and vertical coordinates of control required for construction staking. Set new control at a frequency suitable for construction during surveyor's initial mobilization for the below.
 - b. Water main, services, valves and hydrants – stake water main, valves, hydrants and appurtenances.
 - c. Sanitary sewer main, services and manholes – stake manholes, services and appurtenances
11. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. It is anticipated that one (1) Site visit per week, by the Engineer, will be sufficient for the Engineer to adequately observe and gauge the progress and performance of the Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather 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, as assisted by the Resident Project Representative, if any. 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.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has

implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

12. *Defective Work*: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
13. *Compatibility with Design Concept*: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
14. *Clarifications and Interpretations*: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
15. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
16. *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. Services related to additional design or construction review associated with Change Orders and Work Change Directives are not included and would be provided as Additional Services.
17. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
18. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract

Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

19. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other 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 and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
20. *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 Paragraph A2.01.B of this Exhibit A.
21. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
22. *Change Proposals and Claims*: (a) Review and respond to Contractor's proposed changes to Work. Review each duly submitted change proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the change proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the change proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the change proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
23. *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:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's

representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
24. *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 approved as provided under Paragraph A1.05.A.19. 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.
25. *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.

26. *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. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor (“Notice of Acceptability of Work”) (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
27. *Standards for Certain Construction-Phase Decisions*: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase*: The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. In such cases, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.07 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract’s correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Prepare and submit to Owner and DEQ, each, one set of record drawings, showing all construction modifications to the original design.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract’s correction period.
- C. Commissioning Phase – Not Included
- D. Other Services – Not Included

- E. The scope of this phase will be developed following Final Design and included by amendment.
- F. The scope of this phase will be developed following Final Design and included by amendment.

A1.08 *Commissioning Phase*—Not Included

A1.09 *Other Services*—Not Included

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. This Task Order contains specific information regarding tasks, number of iterations, and deliverables to be provided by Engineer. In addition to those specifically identified herein, the following list, which is not intended to be exclusive, summarizes other exclusions.
 - a. Boundary surveys or establishing survey monuments
 - b. Traffic analyses
 - c. Public or private utility analyses, modeling or design, other than water system rehabilitation identified above.
 - d. Hydrologic and Hydraulic analyses required for detailed analysis of inlet capacity, evaluating potential overflow routes or flooding, or other tasks required to determine storm drain sizes
 - e. Subsurface drainage system design
 - f. Design of drainage improvements.
 - g. Structural design
 - h. Landscape or irrigation design
 - i. Right-of-way or permanent easement acquisition services
 - j. 3-D or artistic renderings
 - 2. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

3. 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.
4. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific 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 of the Task Order, requested by Owner, or are due to any other causes beyond Engineer's control.
5. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.
6. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
7. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
8. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
9. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
10. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
11. 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.
12. 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.
13. 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.

14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
 15. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 16. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 17. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence 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 from Owner. 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. Upon request of Owner, attendance at meetings and completing site visits in addition to those identified above.
 2. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 3. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

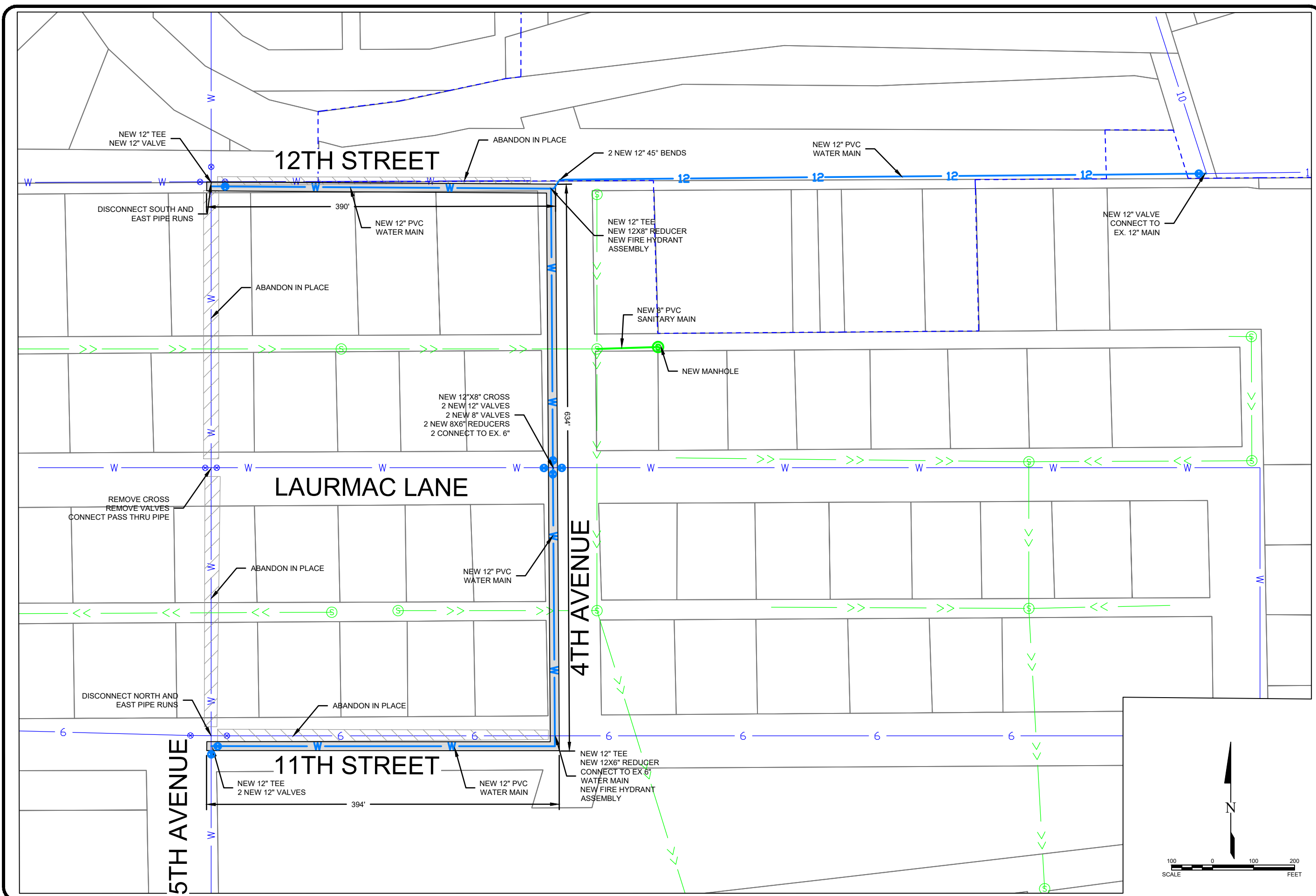
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.



NO.	DATE	REVISION

DRAFTED	REW
REVIEWED	MS
PROJECT NUMBER	2004-01358
ISSUE DATE	01/2021

5TH AVENUE REROUTE
CITY OF LAUREL
LAUREL, MT



File Attachments for Item:

3. Resolution - A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. To Authorize The Reconstruction And Rehabilitation Of Screw Pump “B” At The City’s Wastewater Treatment Plant.

RESOLUTION NO. R21-__

A RESOLUTION OF THE CITY COUNCIL APPROVING A TASK ORDER BETWEEN THE CITY OF LAUREL AND KLJ ENGINEERING INC. TO AUTHORIZE THE RECONSTRUCTION AND REHABILITATION OF SCREW PUMP “B” AT THE CITY’S WASTEWATER TREATMENT PLANT.

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 _____2021, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this __th day of _____2021.

APPROVED by the Mayor this __day of _____2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

Task Order: WWTP Screw Pump B Replacement

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: January 26, 2021
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering, Inc
- D. **Specific Project (title): WWTP Screw Pump B Replacement**
- E. Specific Project (description): Reconstruction and rehabilitation of the Archimedes Screw Pump "B" at the City of Laurel Wastewater Treatment Plant.

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:

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 existing (as-built) plans.
 - Review preliminary reports and plans provided by Engineer.
 - Pay the cost of any review fees imposed by agencies having jurisdiction over the project.
 - Pay advertisement cost during the bidding process.

5. Task Order Schedule

- A. In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:
- Owner desires to have construction begin in 2021. As such, Engineer's services will commence upon contract authorization with the intent to complete the Bidding Phase in the spring of 2021. The final schedule is dependent on funding availability and equipment lead time.

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)	\$ 9,800.00	Lump Sum
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$ 18,500.00	Lump Sum
c. Bidding or Negotiating Phase (A1.04)	\$ 8,800.00	Lump Sum
d. Construction Phase (A1.05)	\$ 27,000.00	Direct Labor
e. Post-Construction Phase (A1.06)	\$ 3,100.00	Direct Labor
TOTAL COMPENSATION (lines 1.a-e)	\$ 67,200.00	
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:

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
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 January 26, 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:

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

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

- A. Project Management—tasks below apply to the all phases.
 - 1. Organize and facilitate kick-off meetings (one each) with Owner 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 weekly progress meetings and team coordination, reviewing time and expenses and generating monthly invoices, providing monthly status updates to Owner, and provide oversight of the day-to-day Project activities.
 - 3. Attend up to three (3) unscheduled meetings as needed to coordinate with Owner or other stakeholders.
- B. As Basic Services, Engineer shall:
 - 1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - 2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
 - a. Visit the Site to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
 - 3. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
 - 4. After consultation with Owner, recommend to Owner the solution which in Engineer's judgment meet Owner's requirements for the Specific Project.
 - 5. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

6. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. For the purposes of this Task Order, the report(s) consist of a memorandum(s) summarizing the results of Engineer's services identified above.
 7. Furnish three (3) review copies of the Study and Report Phase deliverables to Owner and review with Owner.
 8. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish two (2) copies of the revised Study and Report Phase deliverables to the Owner. Engineer's fee is based on completing revisions one time; multiple iterations will be provided as Additional Services.
- C. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. As Basic Services, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of preliminary drawings, outline specifications, and written descriptions of the Specific Project.
 2. Provide the Owner with three copies of the 50% design, drawings and specifications for their review.
 3. Meet with the Owner to review the 50% drawings and specifications and solicit the Owner's input prior to advancing on to the final design phase.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has meet with and review the 50% drawings and specifications.

A1.03 *Final Design Phase*

- A. As Basic Services, Engineer shall:
1. Prepare 95% Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide the Owner with a 95% design, drawings and specifications for their review.
 3. Meet with the Owner to review the 95% drawings and specifications and solicit the Owner's input prior to advancing on to 100% drawings and specifications.

4. Develop the 100% drawings and specifications. Provide the Owner with three copies of the of the 100% drawings and specifications.
 5. Develop and deliver to the Owner an opinion of probable Construction Cost.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

A1.04 *Bidding or Negotiating Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner during the bidding process by developing an advertisement, printing of bid documents (Drawings and Specifications), distribution of bid documents, and maintaining a Plan Holders list.
 2. Coordinate and facilitate a pre-bid conference.
 3. Prepare and issue Addenda, as appropriate to clarify, correct, or change the issued documents.
 4. Attend the bid opening, conduct a bid evaluation and prepare a recommendation of award to the Owner.
- B. The Bidding or Negotiating Phase will be considered complete upon the delivery of the recommendation of award. More than one iteration of this Phase is not included.

A1.05 *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. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review. Original Contract Documents shall be issued with a separate color spine or similar method of differentiation, as coordinated with Owner.
5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *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 not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather 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.
 - b. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

7. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
8. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
9. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
10. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
11. *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.
12. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
13. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Shop Drawings, Samples, and Other Submittals:* Review and 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.

15. *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 Paragraph A2.01.B.2 of this Exhibit A.
16. *Inspections and Tests*:
- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
17. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
18. *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:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications

of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
19. *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 under Paragraph A1.05.A.17. 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.
 20. *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.
 21. *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.
 22. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor,

or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

23. *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.

24. *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.

B. *Duration of Construction Phase*: The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase—Not Included*

A1.08 *Other Services—Not Included*

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. Full-time RPR Services.
2. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
3. Revisions or additions when such revisions or additions are inconsistent with approvals or instructions previously given.
4. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific 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 of the Task Order or are due to any other causes beyond Engineer's control.
5. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to herein.
6. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
7. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

Exhibit A – Engineer's Services – WWTP Screw Pump B Replacement

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

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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. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
 14. Preparation of operation, maintenance, and staffing manuals.
 15. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
 16. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 17. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
- B. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence 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 from Owner. 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. Upon request of Owner, attendance at meetings and completing site visits in addition to those identified above.

File Attachments for Item:

4. Resolution - A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. To Authorize Work For The Water Treatment Plant Lift Well Replacement Project.

RESOLUTION NO. R21-__

A RESOLUTION OF THE CITY COUNCIL APPROVING A TASK ORDER BETWEEN THE CITY OF LAUREL AND KLJ ENGINEERING INC. TO AUTHORIZE WORK FOR THE WATER TREATMENT PLANT LIFT WELL REPLACEMENT PROJECT.

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 _____2021, by Council Member ____.

PASSED and APPROVED by the City Council of the City of Laurel this ____th day of _____2021.

APPROVED by the Mayor this ____day of _____2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

Task Order: WTP Lift Well Replacement

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: January 26, 2021
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering LLC
- D. Specific Project (title): Water Treatment Plant Lift Well Replacement Project
- E. Specific Project (description): This project consists of the replacement of the Lift Well at the Laurel Water Treatment Plant.

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 - None
- 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

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 included existing (as-built) plans, flow data and pumping records, and any prior studies, reports, etc. related to a proposed lift well replacement.
- Review preliminary reports and plans provided by the Engineer.
- Pay the cost of any review fees imposed by agencies having jurisdiction over the project.
- Pay advertisement cost during the bidding process.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

- Based on the anticipated two-month MT-DEQ review and three-month pump delivery,
 - Executed Task Order by: January 29, 2021
 - Study and Report Phase completed by: February 26, 2021
 - Preliminary and Final Design Phase completed by: April 30, 2021
 - Bidding Phase completed by: July 30, 2021
 - Construction Phase completed by: November 30, 2021
- Owner will provide review comments, in writing, to Engineer for any draft deliverables submitted by Engineer. Owner will provide comments within 7-days of submission by Engineer. Owner acknowledges delays in review/response may extend the final schedule.
- Engineer shall provide periodic updates to Owner on the anticipated completion schedule, throughout the duration of the project.

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)	\$13,206.00	Lump Sum
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$65,200.00	Lump Sum
c. Bidding or Negotiating Phase (A1.04)	\$12,228.00	Lump Sum
d. Construction Phase (A1.05)	\$45,810.00	Direct Labor
e. Post-Construction Phase (A1.06)	\$3,210.00	Direct Labor
TOTAL COMPENSATION (lines 1.a-e)	\$139,654.00	
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:

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 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 January 26, 2021.

OWNER: City of Laurel, Montana

ENGINEER: KLJ Engineering LLC

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: Doug Whitney

Title: Director of Public Works

Title: Project Manager

Address: PO Box 10, Laurel, MT 59044

Address: PO Box 80303 Billings, MT 59108-0303

E-Mail kmarkegard@laurel.mt.gov
Address: _____

E-Mail Doug.whitney@kljeng.com
Address: _____

Phone: 406-628-4796

Phone: 406-247-2913

This is **EXHIBIT A**, consisting of 13 pages, referred to in and part of the **Task Order** dated January 26, 2021.

Engineer's Services for Task Order: Water Treatment Plant Lift Well Replacement Project

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: During discussions between the Owner and Engineer, prior to the Task Order, three possible solutions were identified including;
 - 1) the replacement of the existing Lift Well with a duplex lift well serving the same purposes (blow-down, roof drain and floor drain);
 - 2) the installation of a dedicated inline duplex blow-down pump station and re-building the existing Lift Well; and
 - 3) the installation of a dedicated duplex blow-down lift well and re-building the existing Lift Well.
 - b. The services provided under this Exhibit are based on Solution 1, the replacement of the Lift Well to serve the blow-down, roof drain and floor drain functions.
2. Visit the Site to review existing conditions and facilities.
3. Collect operating data related to the existing Lift Well system.
4. Develop preliminary layout of the replacement Lift Well.
5. Prepare a Technical Memorandum (TM), presenting the preliminary layout and preliminary option-of-cost of Solution 1.
6. Meet with the Owner to discuss the findings of the Draft TM and incorporate input from the Owner into the Final TM. The Final TM will be the basis of final design of the project.

7. Provide the Owner with an electronic copy of the Final TM, which will be the basis for the design.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the Final TM.

A1.02 *Preliminary Design Phase*

- A. As Basic Services, Engineer shall:
 1. Conduct a site survey and develop a site plan to serve as the base drawings for the project.
 2. Provide a Geotechnical Investigation suitable for the selected alternative.
 3. Prepare Preliminary Design Phase documents consisting of preliminary drawings, outline of the specifications, and written descriptions of the selected alternative.
 4. Provide the Owner with three copies of the 50% design, drawings and specifications for their review.
 5. Meet with the Owner to review the 50% drawings and specifications and solicit the Owner's input prior to advancing on to the final design phase.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has met with and reviewed the 50% drawings and specifications.

A1.03 *Final Design Phase*

- A. As Basic Services, Engineer shall:
 1. Prepare 95% Drawings and Specifications indicating the scope and character of the Work to be performed and furnished by the Contractor.
 2. Provide the Owner with a 95% design, drawings and specifications for their review.
 3. Meet with the Owner to review the 95% drawings and specifications and solicit the Owner's input prior to advancing on to 100% drawings and specifications.
 4. Develop the 100% drawings and specifications. Provide the Owner with three copies of the 100% drawings and specifications.
 5. Develop a Design Report including the technical criteria, written descriptions, and design data for the permitting submittal to the MT-DEQ.
 6. Other than the MT-DEQ submittal, no other permitting is anticipated or included under Basic Services.

7. Submit the Design Report along with the drawings and specifications to the MT-DEQ. The Owner shall be responsible for any review fees.
 8. Develop and deliver to the Owner an Opinion of Probable Construction Cost.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, including contracting and bidding-related documents, and the submittal to the MT-DEQ.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

- A. As Basic Services, Engineer shall:
1. Assist Owner during the bidding process by developing an advertisement, printing of bid documents (Drawings and Specifications), distribution of bid documents, and maintaining a Plan Holders list.
 2. Coordinate and facilitate a pre-bid conference.
 3. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 4. Attend the bid opening, conduct a bid evaluation and prepare a recommendation of award to the Owner.
- B. The Bidding or Negotiating Phase will be considered complete upon the delivery of the recommendation of award. Any re-bidding, beyond the initial letting, will be considered an additional service, unless agreed upon by both parties.

A1.05 *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. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
5. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
6. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
7. *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 not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather 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.

- b. The purpose of Engineer's visits to the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
 - c. In addition to the site visits, the Engineer will provide up to sixty (60) hours of full time Resident Project Representative (RPR) services while underground work is underway and an additional forty (40) hours of part time RPR services. If additional time is needed to complete the construction observation, additional hours will be considered as Additional Services.
- 8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - 9. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - 10. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents.

With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

11. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
12. *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.
13. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
14. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
15. *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.
16. *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 Paragraph A2.01.B.2 of this Exhibit A.
17. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction

Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
18. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
19. *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:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for

the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

20. *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 under Paragraph A1.05.A.17. 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.
21. *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.
22. *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.
23. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

24. *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.
 25. *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.
- B. *Duration of Construction Phase*: The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

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. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
2. Resident Project Representative Services beyond 100 hours.
3. 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. This shall include any survey services not explicitly stated within the scope of services.
4. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific 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 of the Task Order or are due to any other causes beyond Engineer's control.
5. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to herein.
6. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
7. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
8. Undertaking investigations and studies including, but not limited to:
 - a. evaluation of additional alternatives;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. based on the engineering and technical aspects of the Project, 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 do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

- d. preparation of appraisals;
 - e. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
- 9. Furnishing services of Consultants for other than Basic Services.
 - 10. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 - 11. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
 - 12. 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.
 - 13. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 - 14. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 - 15. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 - 16. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

17. 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.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. 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.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. 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.
24. 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.
25. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
26. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
27. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
28. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence 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 from Owner. 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. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. 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.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by Federal, State, or local safety authorities for similar construction sites.

File Attachments for Item:

5. Resolution - A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. To Authorize A Southside Storm Water Study For The City Of Laurel.

RESOLUTION NO. R21-__

A RESOLUTION OF THE CITY COUNCIL APPROVING A TASK ORDER BETWEEN THE CITY OF LAUREL AND KLJ ENGINEERING INC. TO AUTHORIZE A SOUTHSIDE STORM WATER 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 _____2021, by Council Member ____.

PASSED and APPROVED by the City Council of the City of Laurel this __th day of _____2021.

APPROVED by the Mayor this __day of _____2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

Task Order: South Side Stormwater 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: January 26, 2021
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering, Inc
- D. Specific Project (title): South Side Stormwater Study**
- E. Specific Project (description): Complete a stormwater master plan for the area shown on the attached ST-1

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:
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 existing (as-built) plans.
 - 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:
- Owner desires to have the study complete by the end of 2021.

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)	\$ 46,400	Lump Sum
TOTAL COMPENSATION (lines 1.a-e)	\$ 46,400	
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:

Exhibit A – Engineer's Services for Task Order
ST-1 Scope of Work Diagram

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.

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 January 26, 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:

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

Engineer's Services- South Side Stormwater Study

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. Engineer shall:

1. Kickoff Meetings – Attend on kickoff meeting with City staff to clarify any questions regarding the scope of the project prior to commencing with work; facilitate one meeting with the Italian Ditch Company to develop a better understanding of their ditch use practices as they pertain to the portion of the Laurel Drain that passes through the northeast corner of the Study Area.
2. Survey and Mapping – Conduct a drone survey of the study area. Prepare a map from drone imagery and existing ground contours at 1-foot intervals. Map existing property lines and right-of-ways within Study Area, from plats of record and right-of-way maps from MDT. Property line and right-of-way mapping will be planning level accuracy and will not be based on a boundary survey.
3. Stormwater Delineation – Identify stormwater drainage patterns from the drone survey and map drainage areas within Study Area.
4. Field Evaluation – Evaluate streets, curb & gutter and other drainage infrastructure within the Study Area to identify deficiencies and confirm stormwater drainage patterns as needed. Evaluation will include a general field review of downstream drainage routes receiving water from the Study Area. The off-site drainage route evaluation will be limited to reaches from the Study Area to the nearest receiving stormdrain facility, irrigation ditch or established drain.
5. Stormwater Analysis – Complete a stormwater model to determine flow rates along all primary drainage routes within the study area and points of discharge from the Study Area. Use the model to identify deficiencies in capacity and to determine sizing requirements for recommended improvements. Hydrological and hydraulic analysis of the Italian Drain and Laurel Drain are beyond the scope of this study.
6. Evaluate Potential Impacts – Identify potential impacts that could result on downstream infrastructure due to concentrating or re-directing flow from the Study Area due to recommended street and stormwater system improvements.
7. Development of Alternatives – Develop alternatives to address identified deficiencies and potential impacts. This may include storm drain extensions, curb and gutter improvements, stormwater detention within the Study Area or improvements to convey water to downstream facilities. If flowrates to the Laurel drain are anticipated to increase due to improvements completed within the Study Area, alternatives may include further investigating alternative to divert water from the Italian Drain as previously identified in the 2007 Stormwater Preliminary Engineering Report. Analyzing

flow rates and capacity of downstream ditches and other infrastructure receiving stormwater from outside of the Study Area is not included.

8. Stake Holder Coordination – Meet one time with each of the following stake holders to receive input regarding alternatives that may affect their facilities:
 - a. Montana Department of Transportation
 - b. Schessler Ready Mix
 - c. Italian Ditch Company
 - d. Cenex Refinery
 9. Alternative Analysis – Develop Life Cycle Opinion of costs for each alternative being considered, include capital costs and operation costs if applicable. Where multiple reasonable alternatives are feasible to address a given deficiency, compare alternatives in a decision matrix to objectively weigh various cost/benefit factors and select alternatives for recommendation. Prepare map exhibits illustrating each recommended alternative as applicable.
 10. City Staff Review - Submit draft recommendations to City Public Works staff for review and comment. Meet with City staff to review recommendations and receive feedback. Revise recommendations, alternative concept exhibits, and Opinion of Cost based on City review comments one time.
 11. Master Stormwater Plan Report – Prepare a draft report summarizing complete study, including mapping, hydraulic analysis, alternative analysis, Opinion of Costs and other deliverables described in this scope as applicable; submit report to City Staff for final review; revise report one time based on City staff review comments; deliver two copies of final report to City.
 12. City Council Review – Present findings of report and recommendations to City Council.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner two copies of final reports and presented findings and recommendation to City Council.

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 applications and supporting documents for grants or any other funding assistance.
 2. Preparation or review of environmental assessments and impact statements.

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. Analyzing the capacity or flow rates in the Italian Drain, Italian Ditch or other drains and Ditches outside of the study area.
10. Surveying or mapping of utilities
11. Geotechnical exploration or evaluation
12. 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*

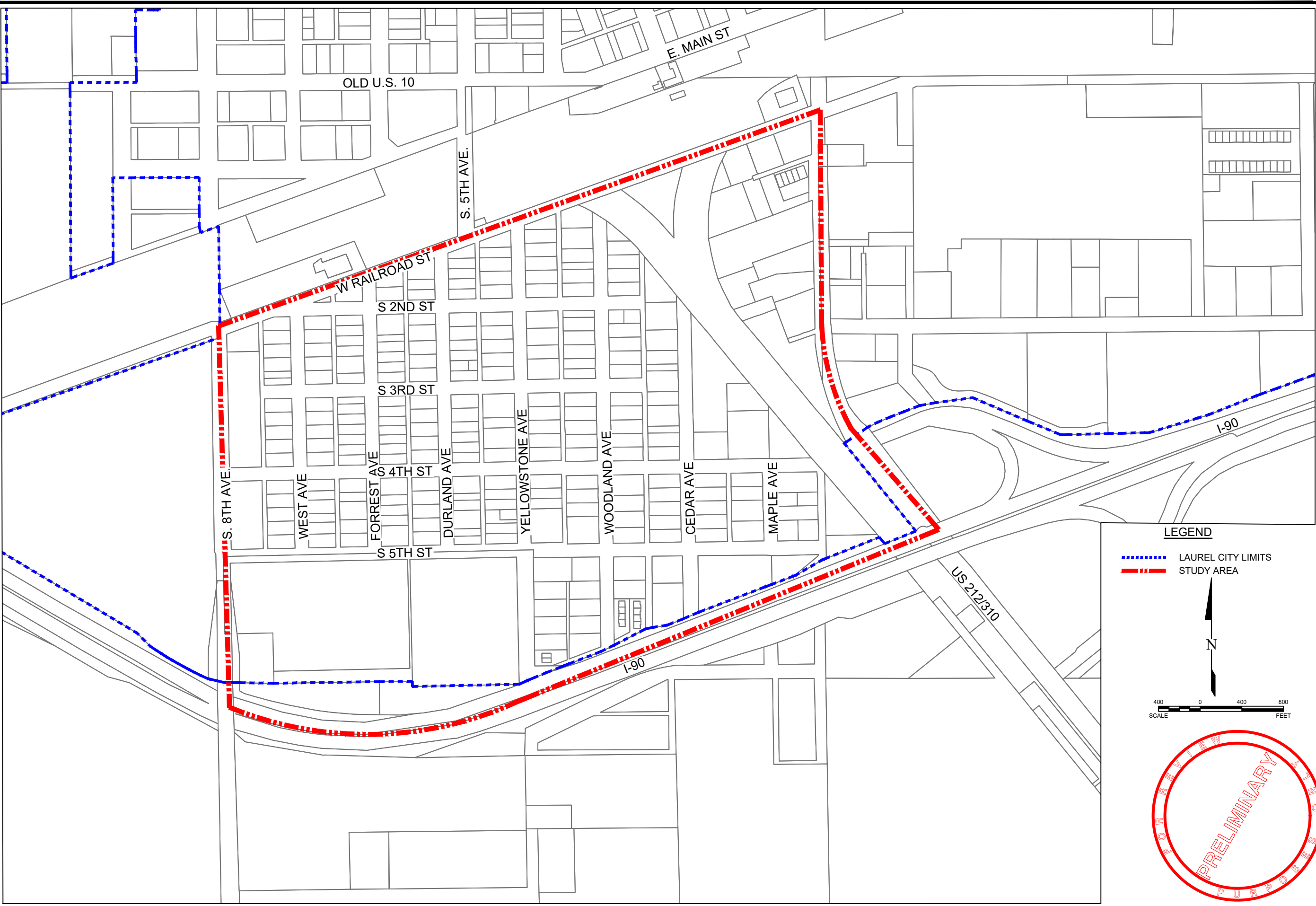
- A. For Additional Services listed below, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Preparation for and attending meetings in addition to those specified as Basic Services.
 2. Modifying deliverables per Owner's requests other than those modifications specified as Basic Services.



NO.	DATE	REVISION
1		

DRAFTED REW
PROJECT NUMBER 2004-01470
ISSUE DATE 10/27/2020

SOUTH SIDE STORMWATER STUDY AREA
CITY OF LAUREL
LAUREL, MT
SCOPE OF WORK



File Attachments for Item:

6. Resolution - Budget Amendment Resolution Amending Revenues And Appropriations For The Library And Permissive Medical Levy Funds For Fiscal Year 2019-2020

RESOLUTION NO. R20-

**BUDGET AMENDMENT RESOLUTION AMENDING REVENUES AND
APPROPRIATIONS FOR THE LIBRARY AND PERMISSIVE MEDICAL LEVY
FUNDS FOR FISCAL YEAR 2019-2020**

WHEREAS, the City of Laurel adopted all funds revenues and appropriations for fiscal year 2019-2020 on September 3rd, 2019; and

WHEREAS, it is necessary to amend certain budgets as required by MCA 7-6-4006 (3) and (4); and

WHEREAS, the increase in revenues and appropriations, in the Library fund, is due to increased utility costs, book costs, and increased personal property tax revenues received. The increase in appropriations for the Permissive Medical Levy is due to transferring all funds at the end of the fiscal year to the General Fund:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana:

That the City Council hereby directs the Clerk/Treasurer to amend the budget as per the attached Exhibit "A" in order to comply with MCA 7-6-4006 (3) and (4);

BE IT FURTHER RESOLVED that the above amendments are retroactive to June 30, 2020.

Introduced at a regular meeting of the City Council on January 26, 2021 by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this 26th day of January 2021

APPROVED by the Mayor this 26th day of January 2021

CITY OF LAUREL

Thomas C Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

EXHIBIT A
Budget Amendment
Library
Fiscal Year 2019-2020

Fund 2220 – Library Fund

Original Revenues	\$ 233,418.00
Amended Revenues	<u>\$ 239,648.97</u>
Increase in Revenues:	\$ 6,230.57
Original Appropriation	\$ 233,443.00
Amended Appropriation	<u>\$ 239,608.01</u>
Increase in Appropriation:	\$ 6,165.01

As this was the first year budgeting the library in fund 2220, there were some items budgeted less than actual. Electrical Utilities were greater than budgeted by \$1,142.06, and other areas of overage can be seen on the attached print out. Revenues were greater by \$6,230.57 due to increased property tax revenues.

Budget Amendment
Permissive Medical Levy
Fiscal Year 2019-2020

Fund 2372 – Permissive Medical Levy

Original Revenues	\$ 200,560.00
Amended Revenues	<u>\$ 200,975.82</u>
Increase in Revenues:	\$ 415.82
Original Appropriation	\$ 200,560.00
Amended Appropriation	<u>\$ 205,563.66</u>
Increase in Appropriation:	\$ 5,003.66

\$5,003.66 was going to be left as reserves for the Permissive Medical Levy fund, however, at the end of the fiscal year all funds were moved to the General Fund. Revenues were greater by \$415.82 due to increased taxes received.

2220 LIBRARY

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% (100) Committed
460000 Culture and Recreation							
460100 Library Services							
110 Salaries and Wages		10,812.38	139,973.24	140,000.00	140,000.00	26.76	100 %
138 Vision Insurance		14.28	279.60	337.00	337.00	57.40	83 %
139 Dental Insurance		119.04	1,695.12	1,750.00	1,750.00	54.88	97 %
141 Unemployment Insurance		16.22	209.97	210.00	210.00	0.03	100 %
142 Workers' Compensation		103.32	1,336.38	590.00	590.00	-746.38	227 %
143 Health Insurance		2,603.67	29,243.25	29,062.00	29,062.00	-181.25	101 %
144 Life Insurance		16.00	192.00	432.00	432.00	240.00	44 %
145 FICA		824.23	10,702.01	10,776.00	10,776.00	73.99	99 %
146 PERS		845.71	10,937.40	12,100.00	12,100.00	1,162.60	90 %
194 Flex Medical		1,000.00	1,000.00	1,975.00	1,975.00	975.00	51 %
210 Office Supplies & Materials		321.35	2,882.02	500.00	500.00	-2,382.02	576 %
216 Computer/Printer Supplies		269.45	2,050.96	500.00	500.00	-1,550.96	410 %
311 Postage		0.00	99.32	175.00	175.00	75.68	57 %
312 Networking Fees		0.00	851.50	250.00	250.00	-601.50	341 %
322 Books/Catalogs, etc.		376.64	12,024.23	9,000.00	9,000.00	-3,024.23	134 %
328 Data Base Subscriptions		0.00	1,340.77	2,100.00	2,100.00	759.23	64 %
332 Internet Access Fees		309.92	2,025.60	1,400.00	1,400.00	-625.60	145 %
333 Subscriptions-Newspapers & Periodicals		0.00	796.09	400.00	400.00	-396.09	199 %
335 Memberships & Dues		0.00	269.00	400.00	400.00	131.00	67 %
337 Advertising		0.00	174.50	150.00	150.00	-24.50	116 %
370 Travel		0.00	2,045.18	2,118.00	2,118.00	72.82	97 %
397 Contracted Services		20.00	201.40	550.00	550.00	348.60	37 %
511 Insurance on Bldgs/Imprvmnts		0.00	1,132.92	1,133.00	1,133.00	0.08	100 %
513 Liability		0.00	5,009.52	4,985.00	4,985.00	-24.52	100 %
Account Total:		17,652.21	226,471.98	220,893.00	220,893.00	-5,578.98	103 %
460120 Facilities							
220 Operating Supplies		188.27	1,024.04	500.00	500.00	-524.04	205 %
341 Electric Utility Services		447.68	3,142.06	2,000.00	2,000.00	-1,142.06	157 %
344 Gas Utility Service		22.99	982.66	800.00	800.00	-182.66	123 %
345 Telephone		0.00	1,349.20	1,700.00	1,700.00	350.80	79 %
365 Tree Pruning/Grounds Maintenance		0.00	0.00	300.00	300.00	300.00	0 %
366 Building Maintenance		0.00	803.93	500.00	500.00	-303.93	161 %
398 Janitorial Service		0.00	281.14	250.00	250.00	-31.14	112 %
399 Other Contracted Services		487.50	5,553.00	6,500.00	6,500.00	947.00	85 %
Account Total:		1,146.44	13,136.03	12,550.00	12,550.00	-586.03	105 %
Account Group Total:		18,798.65	239,608.01	233,443.00	233,443.00	-6,165.01	103 %
Fund Total:		18,798.65	239,608.01	233,443.00	233,443.00	-6,165.01	103 %
Grand Total:		18,798.65	239,608.01	233,443.00	233,443.00	-6,165.01	103 %

File Attachments for Item:

7. Ordinance O21-01: An Ordinance Creating A New Title 13 Entitled “Fire Prevention And Protection” And Amending And Renumbering Certain Sections Of Title 15 And 8 Of The Laurel Municipal Code Updating The City’s Fire Prevention And Protection Codes.

ORDINANCE NO 020-__

AN ORDINANCE CREATING A NEW TITLE 13 ENTITLED “FIRE PREVENTION AND PROTECTION” AND AMENDING AND RENUMBERING CERTAIN SECTIONS OF [TITLE]_[KC1] 15 AND 8 OF THE LAUREL MUNICIPAL CODE UPDATING THE CITY’S FIRE PREVENTION AND PROTECTION CODES.

WHEREAS, the City Council desires to keep the Laurel Municipal Code current by modifying and updating chapters, sections and subsections to address situations and problems within the City and to remain in accordance with Montana law; and

WHEREAS, the City Staff prepared the amendments below to the Laurel Municipal Code to remain consistent and in accordance with the laws of the State of Montana, and to provide a consistent searchable ordinance for citizens and members of the public; and

WHEREAS, the City Staff and the Mayor are recommending the following amendments for adoption into the existing Laurel Municipal Code as noted herein.

NEW TITLE: Title 13 – Fire Prevention and Protection

Chapters:

Chapter 13.01 – Fire Code

Sections:

13.01.010 - Adoption.

The City of Laurel hereby adopts by reference per MCA 7-5-4202(1) and 7-33-4208, The International Fire Code, 2012 edition as modified by the Administrative Rules of Montana (ARM) 23.12.601 (1) through (5), and 23.12.603, 23.12.605 published by the International Code Council, is adopted by reference as the Fire Code of the City of Laurel. It regulates and governs the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises as herein provided; provides for the issuance of permits and collection of fees therefor; and each and all regulations, provisions, penalties, conditions, and terms of said fire code on file in the office of the Laurel City Clerk are hereby referred to, adopted, and made a part hereof, as if fully set out, with the additions, insertions, deletion and changes, if any, set by ordinance.

(Ord. No. 008-07, 7-15-08; Admin. Order AO-15-01 § 5, 2-24-2015)

13.01.020 - Updated references.

The International Fire Code, 2012 edition, as published by the International Code Council as referenced in section 13.01.010 of this chapter, may be amended by resolution or administrative order of the mayor.

(Ord. No. 008-07, 7-15-08; Admin. Order AO-15-01, § 5, 2-24-2015)

13.01.030 - Modifications to International Fire Code

The City of Laurel hereby adopts the following revisions to the International Fire Code manual as follows:

Section 101.1. Insert [City of Laurel, Montana]

~~Section 109.43.~~ shall read: [KC2]

Violations penalties. Persons who shall violate a provision of the code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than \$500.00 or by imprisonment not exceeding 6 months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 111.4 Insert: [not less than \$100.00 or more than \$500.00]

Section 906.1. Delete Exception to Section 906.1, #1.

Section 906.1 shall read:

906.1. Where required. Portable fire extinguishers shall be installed in the following locations.

1. In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4, and S occupancies.
2. Within 30 feet (9144 mm) of commercial cooking equipment.
3. In areas where flammable or combustible liquids are stored, used or dispensed.
4. On each floor of structures under construction, except Group R-3 occupancies, in accordance with ~~Section 4415.1.3315.1~~ [KC3]
5. When required by the sections indicated in Table 906.1.
6. Special-hazard areas, including but not limited to laboratories, computer rooms and generator rooms, where required by the fire code official. [KC4]

Add ~~Section 907.6.545.4.~~ When required by the Fire Code Official, non-required fire alarm systems shall be monitored by an approved supervising station in accordance with NFPA 72. [KC5]

The City of Laurel hereby establishes the following geographic limits ~~are~~ referred to in the 2006 International Fire Code as follows:

~~Section 3204.3.1.1.5504.3.1.1.3~~ Location [KC6]. Stationary containers shall be located in accordance with section 3206.6. Containers of cryogenic fluids shall not be located within diked areas containing other hazardous materials.

~~Section 3404.2.9.5.15704.2.9.6.1.~~ [KC7] Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by the City of Laurel.

~~Section 3406.2.4.45706.2.4.4.~~ [KC8][KC9] Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks outside buildings is prohibited within the limits established by the City of Laurel.

Section 5806.2 Limitations [KC10]. Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the limits established by the City of Laurel.

~~Section 3804.26104.2.~~ [KC11] Locations where the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas. Storage of liquefied petroleum gas in above-ground tanks outside buildings is prohibited within the limits established by the City of Laurel.

(Ord. No. O08-07, 7-15-08)

Editor's note— Administrative Order, AO15-01, § 5 adopted the 2012 edition of the International Fire Code. The provisions set out in § 15.50.030 above refer to the 2006 edition of the International Fire Code.

CHAPTER 8.16 is renumbered and amended as follows:

Chapter ~~8-16~~13.02 - FIREWORKS⁽¹⁾

Sections:

Footnotes:

--- (1) ---

Editor's note— Ord. No. O11-06, adopted May 17, 2011, amended Ch. 8.16 in its entirety and enacted similar provisions as set out herein. The former Ch. 8.16 derived from prior Code §§ 9.08.050 and 9.08.060; and Ord. 1006, adopted in 1991.

~~8-16~~13.02.010 - Prohibited except in certain areas.

The discharge, firing or use of firecrackers, rockets, torpedoes, Roman candles, or other fireworks or substances designed or intended for pyrotechnic display or demonstration within the city is prohibited; except as provided in this chapter. The mayor may at any time permit a public display or fireworks under such conditions as he/she may prescribe.

(Prior code § 9.08.050)

(Ord. No. O11-06, 5-17-2011)

~~8-16~~13.02.020 - Sale prohibited in city limits.

It is unlawful for any person to offer for sale, expose for sale, or sell at retail or wholesale, within the corporate limits of the city, any fireworks of any nature whatsoever.

(Ord. 1006, 1991; prior code § 9.08.060)

(Ord. No. O11-06, 5-17-2011)

~~8-16~~13.02.030 - Discharging dates and times.

1. The discharge of fireworks within the city limits of Laurel is prohibited except as follows:
 - A. July 2 from 8:00 a.m. until 11:59 p.m.;
 - B. July 3 from 8:00 a.m. until 11:59 p.m.;
 - C. July 4 from 8:00 a.m. to 12:30 a.m. on July 5; and
 - D. December 31 from 10 p.m. until 12:30 a.m. on January 1.
2. The mayor, or designee, shall determine if there are special circumstances that warrant the discharge of fireworks not provided for in this section, and authorize such use if the circumstance is community wide and of national, state and local significance.

3. Professional Fireworks Displays Using Display Fireworks. Public displays of fireworks by a licensed, bonded pyrotechnic operator are exempt from this section. Permits for any public display by a licensed bonded pyrotechnic operator from the mayor are required to conduct a public fireworks display. "Display fireworks" means an aerial shell, salute, flash shell, comet, sky battle, mine, and any similar 1.3g (display fireworks) and 1.4g (consumer fireworks) explosive as defined by ~~the U.S. Department of Transportation in Part 173, Title 49, Code of Federal Regulations. CFR 49 Part 173 Subpart C.~~

(Ord. No. O11-06, 5-17-2011)

~~8.16~~13.02.040 - Possession illegal.

1. Possession of fireworks not allowed to be sold or discharged by the ~~state~~ State of Montana is illegal.
2. It shall be unlawful for any parent, guardian, or custodian of any child, the child being age twelve or younger, to permit or consent to the possession or discharge by the child of any fireworks as defined herein, unless that parent, guardian or custodian be in direct supervision of the child at the time of discharge. For purposes of this section "direct supervision" means the overall direction and control of an individual and requires the individual furnishing direct supervision to be present and immediately available to furnish assistance while he or she is in possession of or is discharging any and all fireworks. Direct supervision also requires the individual directly supervising to control the application of flame or other means of discharge of the firework and must be no greater than 10 feet away from the individual being directly supervised at time of the firework's discharge.

(Ord. No. O11-06, 5-17-2011)

~~8.16~~13.02.050 - Permissible fireworks.

Shall be the same as those authorized by the State of Montana.

(Ord. No. O11-06, 5-17-2011)

~~8.16~~13.02.060 - Littering illegal.

It shall be illegal for anyone to leave debris from discharged fireworks on any public place including, but not limited to, parks, sidewalks, streets, and alleys, or on private property not owned by the individual discharging the fireworks.

(Ord. No. O11-06, 5-17-2011)

~~8.16~~13.02.070 - Enforcement.

1. City police officers shall enforce this chapter.
2. Any police officer charged with enforcing this chapter may;
 - A. Issue a notice to appear to Laurel City Court for violations of this chapter; and/or
 - B. Seize fireworks that are offered for sale, sold, or in the possession of any individual in violation of this chapter.
3. Any person who violates these rules and regulations shall be guilty of a misdemeanor and subject to the following fines:
 - ° 1st offense—Two hundred fifty dollars;

- 2nd offense—Three hundred fifty dollars;
- 3rd offense and higher—Five hundred dollars.

(Ord. No. O11-06, 5-17-2011)

~~8.16~~13.02.080 - Fireworks prohibited on all city or public property.

Fireworks may not be discharged in or on any park, city, or public property.

(Ord. No. O11-06, 5-17-2011)

CHAPTER 8.20 is renumbered and amended as follows:

Chapter ~~8.20~~13.03 - MISCELLANEOUS FIRE PROTECTION REGULATIONS^[2]

Sections:

Footnotes:

--- (2) ---

Editor's note— Ord. No. O10-03, adopted Aug. 17, 2010, amended Ch. 8.20 in its entirety and enacted similar provisions as set out herein. The former Ch. 8.20 derived from Ord. 926, adopted in 1987; and prior code §s 9.08.010 and 9.08.020.

~~8.20~~13.03.010 - Bonfires prohibited.

- A. Except as provided hereinbelow, no person shall build, kindle, ignite, maintain, or allow any bonfire, rubbish fire, or any other open fire on any property within the city limits of the city.
- B. The city fire chief may allow a special permit to a public agency to ignite and maintain a recreational-type bonfire only, within city limits. The agency shall first apply to the fire chief for such permit pursuant to Section 105.6.30 of the International Fire Code which is adopted by the city. ^[KC12] As a condition of granting the permit, the fire chief may require that the city fire department shall stand by, at and during the recreational bonfire for which the permit is granted. The permit holder shall abide by all provisions and stipulations on the permit and obtain a Yellowstone County Open Burning Permit.
- C. The city fire chief may allow an open burning permit for agricultural purposes to any person(s) requesting such. The permit holder shall abide by all provisions and stipulations on the permit and have obtained a Yellowstone County open burning permit.
- D. Approved or purchased outdoor fireplaces may be used per manufacturers' specifications and in accordance with Section 307 of the International Fire Code as adopted by the city. No pit fires shall be allowed. Under the provision of MCA 50-63-103, you are liable for any and all fire suppression costs and damages resulting from an escaped or uncontrollable fire. Items prohibited to burn ~~can be found attached to ordinance.~~ ^[KC13] are listed through the Yellowstone County DES.
- E. The city council may from time to time by resolution, establish or change a fee to be paid to the city by the applicant, at the time of application for a special bonfire permit.

(Ord. No. 10-03, 8-17-2010)

~~8-2013.03.020~~ - Careless conduct in smoking.

- A. Any person who, by reason of careless, willful or wanton conduct in smoking, or in the use of lighters or matches for smoking, sets fire to any bedding, carpet, curtains, drapes, furniture, household equipment or other goods or chattels or to any building, shall be fined in accordance with the penalties provided in Section 1.36 of the Laurel Municipal Code, or prosecuted under any other appropriate law.
- B. "Careless conduct in smoking" includes, as used herein, any of the following acts, commissions, or omissions: permitting a spark from a lighted cigar, cigarette or pipe to fall upon or into anything flammable; placing any lighted smoking material on or about or in close proximity to any flammable article; falling asleep with lighted smoking material of any kind at hand; throwing lighted smoking material out of a window or into an elevator pit or elsewhere other than in a proper receptacle therefor; dropping a lighted cigarette or cigar or part thereof into a mail chute in any building; failure to extinguish the fire of a match or any kind of lighter device after use of the same; failure to destroy the lighted part of a cigar or cigarette when disposing of it; failure to destroy the burning smidgen or smidgens of tobacco from a pipe when cleaning or unloading a pipe.
- C. A plainly printed notice of the provisions of this section shall be posted in a conspicuous place in every sleeping room of every hotel, rooming house, tourist home, tourist court or other place renting rooms for the accommodation of the public. Such notice shall be posted by the owner, proprietor, or managing agent of such establishment.

(Ord. No. 10-03, 8-17-2010)

This Ordinance shall become effective thirty (30) days after final passage by the City Council and approved by the Mayor.

Introduced and passed on first reading at a regular meeting of the City Council on _____, 2020, by Council Member _____.

PASSED and ADOPTED by the Laurel City Council on second reading this ____ day of _____, 2020, upon motion of Council Member _____.

APPROVED BY THE MAYOR this ____ day of _____, 2020.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

ORDINANCE NO 021-01

AN ORDINANCE CREATING A NEW TITLE 13 ENTITLED “FIRE PREVENTION AND PROTECTION” AND AMENDING AND RENUMBERING CERTAIN SECTIONS OF TITLE 15 AND 8 OF THE LAUREL MUNICIPAL CODE UPDATING THE CITY’S FIRE PREVENTION AND PROTECTION CODES.

WHEREAS, the City Council desires to keep the Laurel Municipal Code current by modifying and updating chapters, sections and subsections to address situations and problems within the City and to remain in accordance with Montana law; and

WHEREAS, the City Staff prepared the amendments below to the Laurel Municipal Code to remain consistent and in accordance with the laws of the State of Montana, and to provide a consistent searchable ordinance for citizens and members of the public; and

WHEREAS, the City Staff and the Mayor are recommending the following amendments for adoption into the existing Laurel Municipal Code as noted herein.

NEW TITLE: Title 13 – Fire Prevention and Protection

Chapters:

Chapter 13.01 – Fire Code

Sections:

13.01.010 - Adoption.

The City of Laurel hereby adopts by reference per MCA 7-5-4202(1) and 7-33-4208, The International Fire Code, 2012 edition as modified by the Administrative Rules of Montana (ARM) 23.12.601 (1) through (5), and 23.12.603, 23.12.605 published by the International Code Council, is adopted by reference as the Fire Code of the City of Laurel. It regulates and governs the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises as herein provided; provides for the issuance of permits and collection of fees therefor; and each and all regulations, provisions, penalties, conditions, and terms of said fire code on file in the office of the Laurel City Clerk are hereby referred to, adopted, and made a part hereof, as if fully set out, with the additions, insertions, deletion and changes, if any, set by ordinance.

(Ord. No. 008-07, 7-15-08; Admin. Order AO-15-01 § 5, 2-24-2015)

13.01.020 - Updated references.

The International Fire Code, 2012 edition, as published by the International Code Council as referenced in section 13.01.010 of this chapter, may be amended by resolution or administrative order of the mayor.

(Ord. No. 008-07, 7-15-08; Admin. Order AO-15-01, § 5, 2-24-2015)

13.01.030 - Modifications to International Fire Code

The City of Laurel hereby adopts the following revisions to the International Fire Code manual as follows:

Section 101.1. Insert [City of Laurel, Montana]

Section 109.43. shall read:

Violations penalties. Persons who shall violate a provision of the code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than \$500.00 or by imprisonment not exceeding 6 months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 111.4 Insert: [not less than \$100.00 or more than \$500.00]

Section 906.1. Delete Exception to Section 906.1, #1.

Section 906.1 shall read:

906.1. Where required. Portable fire extinguishers shall be installed in the following locations.

1. In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4, and S occupancies.
2. Within 30 feet (9144 mm) of commercial cooking equipment.
3. In areas where flammable or combustible liquids are stored, used or dispensed.
4. On each floor of structures under construction, except Group R-3 occupancies, in accordance with Section 4445.4.3315.1
5. When required by the sections indicated in Table 906.1.
6. Special-hazard areas, including but not limited to laboratories, computer rooms and generator rooms, where required by the fire code official.

Add Section 907.6.545.4. When required by the Fire Code Official, non-required fire alarm systems shall be monitored by an approved supervising station in accordance with NFPA 72.

The City of Laurel hereby establishes the following geographic limits ~~are~~ referred to in the 2006 International Fire Code as follows:

Section ~~3204.3.1.1-5504.3.1.1.3~~ Location. Stationary containers shall be located in accordance with section 3206.6. Containers of cryogenic fluids shall not be located within diked areas containing other hazardous materials.

Section ~~3404.2.9.5-45704.2.9.6.1~~. Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by the City of Laurel.

Section ~~3406.2.4.4-5706.2.4.4~~. Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks outside buildings is prohibited within the limits established by the City of Laurel.

Section 5806.2 Limitations. Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the limits established by the City of Laurel.

Section ~~3804.2.6104.2~~. Locations where the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas. Storage of liquefied petroleum gas in above-ground tanks outside buildings is prohibited within the limits established by the City of Laurel.

(Ord. No. O08-07, 7-15-08)

Editor's note— Administrative Order, AO15-01, § 5 adopted the 2012 edition of the International Fire Code. The provisions set out in § 15.50.030 above refer to the 2006 edition of the International Fire Code.

CHAPTER 8.16 is renumbered and amended as follows:

Chapter ~~8-16~~13.02 - FIREWORKS^[1]

Sections:

Footnotes:

--- (1) ---

Editor's note— Ord. No. O11-06, adopted May 17, 2011, amended Ch. 8.16 in its entirety and enacted similar provisions as set out herein. The former Ch. 8.16 derived from prior Code §§ 9.08.050 and 9.08.060; and Ord. 1006, adopted in 1991.

~~8-16~~13.02.010 - Prohibited except in certain areas.

The discharge, firing or use of firecrackers, rockets, torpedoes, Roman candles, or other fireworks or substances designed or intended for pyrotechnic display or demonstration within the city is prohibited; except as provided in this chapter. The mayor may at any time permit a public display or fireworks under such conditions as he/she may prescribe.

(Prior code § 9.08.050)

(Ord. No. O11-06, 5-17-2011)

~~8-16~~13.02.020 - Sale prohibited in city limits.

It is unlawful for any person to offer for sale, expose for sale, or sell at retail or wholesale, within the corporate limits of the city, any fireworks of any nature whatsoever.

(Ord. 1006, 1991: prior code § 9.08.060)

(Ord. No. O11-06, 5-17-2011)

~~8-16~~13.02.030 - Discharging dates and times.

1. The discharge of fireworks within the city limits of Laurel is prohibited except as follows:
 - A. July 2 from 8:00 a.m. until 11:59 p.m.;
 - B. July 3 from 8:00 a.m. until 11:59 p.m.;
 - C. July 4 from 8:00 a.m. to 12:30 a.m. on July 5; and
 - D. December 31 from 10 p.m. until 12:30 a.m. on January 1.
2. The mayor, or designee, shall determine if there are special circumstances that warrant the discharge of fireworks not provided for in this section, and authorize such use if the circumstance is community wide and of national, state and local significance.

3. Professional Fireworks Displays Using Display Fireworks. Public displays of fireworks by a licensed, bonded pyrotechnic operator are exempt from this section. Permits for any public display by a licensed bonded pyrotechnic operator from the mayor are required to conduct a public fireworks display. "Display fireworks" means an aerial shell, salute, flash shell, comet, sky battle, mine, and any similar 1.3g (display fireworks) and 1.4g (consumer fireworks) explosive as defined by ~~the U.S. Department of Transportation in Part 173, Title 49, Code of Federal Regulations.~~ CFR 49 Part 173 Subpart C.

(Ord. No. O11-06, 5-17-2011)

~~8.16~~13.02.040 - Possession illegal.

1. Possession of fireworks not allowed to be sold or discharged by the ~~state~~ State of Montana is illegal.
2. It shall be unlawful for any parent, guardian, or custodian of any child, the child being age twelve or younger, to permit or consent to the possession or discharge by the child of any fireworks as defined herein, unless that parent, guardian or custodian be in direct supervision of the child at the time of discharge. For purposes of this section "direct supervision" means the overall direction and control of an individual and requires the individual furnishing direct supervision to be present and immediately available to furnish assistance while he or she is in possession of or is discharging any and all fireworks. Direct supervision also requires the individual directly supervising to control the application of flame or other means of discharge of the firework and must be no greater than 10 feet away from the individual being directly supervised at time of the firework's discharge.

(Ord. No. O11-06, 5-17-2011)

~~8.16~~13.02.050 - Permissible fireworks.

Shall be the same as those authorized by the State of Montana.

(Ord. No. O11-06, 5-17-2011)

~~8.16~~13.02.060 - Littering illegal.

It shall be illegal for anyone to leave debris from discharged fireworks on any public place including, but not limited to, parks, sidewalks, streets, and alleys, or on private property not owned by the individual discharging the fireworks.

(Ord. No. O11-06, 5-17-2011)

~~8.16~~13.02.070 - Enforcement.

1. City police officers shall enforce this chapter.
2. Any police officer charged with enforcing this chapter may;
 - A. Issue a notice to appear to Laurel City Court for violations of this chapter; and/or
 - B. Seize fireworks that are offered for sale, sold, or in the possession of any individual in violation of this chapter.
3. Any person who violates these rules and regulations shall be guilty of a misdemeanor and subject to the following fines:
 - 1st offense—Two hundred fifty dollars;

- 2nd offense—Three hundred fifty dollars;
- 3rd offense and higher—Five hundred dollars.

(Ord. No. O11-06, 5-17-2011)

~~8.16~~13.02.080 - Fireworks prohibited on all city or public property.

Fireworks may not be discharged in or on any park, city, or public property.

(Ord. No. O11-06, 5-17-2011)

CHAPTER 8.20 is renumbered and amended as follows:

Chapter ~~8.20~~13.03 - MISCELLANEOUS FIRE PROTECTION REGULATIONS^[2]

Sections:

Footnotes:

--- (2) ---

Editor's note— Ord. No. O10-03, adopted Aug. 17, 2010, amended Ch. 8.20 in its entirety and enacted similar provisions as set out herein. The former Ch. 8.20 derived from Ord. 926, adopted in 1987; and prior code §s 9.08.010 and 9.08.020.

~~8.20~~13.03.010 - Bonfires prohibited.

- A. Except as provided hereinbelow, no person shall build, kindle, ignite, maintain, or allow any bonfire, rubbish fire, or any other open fire on any property within the city limits of the city.
- B. The city fire chief may allow a special permit to a public agency to ignite and maintain a recreational-type bonfire only, within city limits. The agency shall first apply to the fire chief for such permit ~~pursuant to Section 105.6.30 of the International Fire Code which is adopted by the city.~~ As a condition of granting the permit, the fire chief may require that the city fire department shall stand by, at and during the recreational bonfire for which the permit is granted. The permit holder shall abide by all provisions and stipulations on the permit and obtain a Yellowstone County Open Burning Permit.
- C. The city fire chief may allow an open burning permit for agricultural purposes to any person(s) requesting such. The permit holder shall abide by all provisions and stipulations on the permit and have obtained a Yellowstone County open burning permit.
- D. Approved or purchased outdoor fireplaces may be used per manufacturers' specifications and in accordance with Section 307 of the International Fire Code as adopted by the city. No pit fires shall be allowed. Under the provision of MCA 50-63-103, you are liable for any and all fire suppression costs and damages resulting from an escaped or uncontrollable fire. ~~Items prohibited to burn can be found attached to ordinance.~~ are listed through the Yellowstone County DES.
- E. The city council may from time to time by resolution, establish or change a fee to be paid to the city by the applicant, at the time of application for a special bonfire permit.

(Ord. No. 10-03, 8-17-2010)

~~8-2013.03.020~~ - Careless conduct in smoking.

- A. Any person who, by reason of careless, willful or wanton conduct in smoking, or in the use of lighters or matches for smoking, sets fire to any bedding, carpet, curtains, drapes, furniture, household equipment or other goods or chattels or to any building, shall be fined in accordance with the penalties provided in Section 1.36 of the Laurel Municipal Code, or prosecuted under any other appropriate law.
- B. "Careless conduct in smoking" includes, as used herein, any of the following acts, commissions, or omissions: permitting a spark from a lighted cigar, cigarette or pipe to fall upon or into anything flammable; placing any lighted smoking material on or about or in close proximity to any flammable article; falling asleep with lighted smoking material of any kind at hand; throwing lighted smoking material out of a window or into an elevator pit or elsewhere other than in a proper receptacle therefor; dropping a lighted cigarette or cigar or part thereof into a mail chute in any building; failure to extinguish the fire of a match or any kind of lighter device after use of the same; failure to destroy the lighted part of a cigar or cigarette when disposing of it; failure to destroy the burning smidgen or smidgens of tobacco from a pipe when cleaning or unloading a pipe.
- C. A plainly printed notice of the provisions of this section shall be posted in a conspicuous place in every sleeping room of every hotel, rooming house, tourist home, tourist court or other place renting rooms for the accommodation of the public. Such notice shall be posted by the owner, proprietor, or managing agent of such establishment.

(Ord. No. 10-03, 8-17-2010)

This Ordinance shall become effective thirty (30) days after final passage by the City Council and approved by the Mayor.

Introduced and passed on first reading at a regular meeting of the City Council on January 12, 2021, by Council Member _____.

PASSED and ADOPTED by the Laurel City Council on second reading this ____ day of _____, 2020, upon motion of Council Member _____.

APPROVED BY THE MAYOR this ____ day of _____, 2020.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

File Attachments for Item:

8. Draft Agenda Council Agenda for January 26, 2021.



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, JANUARY 26, 2021
6:30 PM
ONLINE**

NEXT RES. NO.
R18-XX

NEXT ORD. NO.
O18-XX

WELCOME . . . By your presence in the City Council Chambers, you are participating in the process of representative government. To encourage that participation, the City Council has specified times for citizen comments on its agenda -- once following the Consent Agenda, at which time citizens may address the Council concerning any brief community announcement not to exceed one minute in duration for any speaker; and again following Items Removed from the Consent Agenda, at which time citizens may address the Council on any matter of City business that is not on tonight's agenda. Each speaker will be limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. Citizens may also comment on any item removed from the consent agenda prior to council action, with each speaker limited to three minutes, unless the time limit is extended by the Mayor with the consent of the Council. If a citizen would like to comment on an agenda item, we ask that you wait until the agenda item is presented to the Council by the Mayor and the public is asked to comment by the Mayor. Once again, each speaker is limited to three minutes.

Any person who has any question concerning any agenda item may call the City Clerk-Treasurer's office to make an inquiry concerning the nature of the item described on the agenda. Your City government welcomes your interest and hopes you will attend the Laurel City Council meetings often.

Pledge of Allegiance

Roll Call of the Council

Approval of Minutes

1. Approval of Minutes of January 12, 2021.

Correspondence

2. Beartooth RC&D Correspondence
3. Laurel Chamber of Commerce Correspondence

Council Disclosure of Ex Parte Communications

Public Hearing

4. Public Hearing - Budget Amendment
5. Public Hearing - Title 13

Consent Items

NOTICE TO THE PUBLIC

*The Consent Calendar adopting the printed Recommended Council Action will be enacted with one vote. **The Mayor will first ask the Council members if any Council member wishes to remove any item from the Consent Calendar for discussion and consideration.** The matters removed from the Consent Calendar will be considered individually at the end of this Agenda under "Items Removed from the Consent Calendar." (See Section 12.) The entire Consent Calendar, with the exception of items removed to be discussed under "Items Removed from the Consent Calendar," is then voted upon by roll call under one motion.*

6. Claims entered through January 22, 2021.
7. Approval of Payroll Register for PPE 1/10/2021 totaling \$201,515.07.

Ceremonial Calendar

Reports of Boards and Commissions

8. Budget/Finance Committee Minutes of December 22, 2020

Audience Participation (Three-Minute Limit)

Citizens may address the Council regarding any item of City business that is not on tonight's agenda. Comments regarding tonight's agenda items will be accepted under Scheduled Matters. The duration for an individual speaking under Audience

Participation is limited to three minutes. While all comments are welcome, the Council will not take action on any item not on the agenda.

Scheduled Matters

9. Resolution - A Resolution Of The City Council Authorizing The Mayor To Sign A Contract With Shallow Creek Kennels Inc. For The Provision Of K-9 Training Services For The City Of Laurel's Police Department.
10. Resolution - A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And Klj Engineering Inc. To Authorize Work For The Project Known At The 5th Avenue Water Main Re-Route.
11. Resolution - A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. To Authorize The Reconstruction And Rehabilitation Of Screw Pump "B" At The City's Wastewater Treatment Plant.
12. Resolution - A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. To Authorize Work For The Water Treatment Plant Lift Well Replacement Project.
13. Resolution - A Resolution Of The City Council Approving A Task Order Between The City Of Laurel And KLJ Engineering Inc. To Authorize A Southside Storm Water Study For The City Of Laurel.
14. Resolution - Budget Amendment Resolution Amending Revenues And Appropriations For The Library And Permissive Medical Levy Funds For Fiscal Year 2019-2020
15. Ordinance O21-01: An Ordinance Creating A New Title 13 Entitled "Fire Prevention And Protection" And Amending And Renumbering Certain Sections Of Title 15 And 8 Of The Laurel Municipal Code Updating The City's Fire Prevention And Protection Codes.

Items Removed From the Consent Agenda

Community Announcements (One-Minute Limit)

This portion of the meeting is to provide an opportunity for citizens to address the Council regarding community announcements. The duration for an individual speaking under Community Announcements is limited to one minute. While all comments are welcome, the Council will not take action on any item not on the agenda.

Council Discussion

Council members may give the City Council a brief report regarding committees or groups in which they are involved.

Mayor Updates

Unscheduled Matters

Adjournment

The City makes reasonable accommodations for any known disability that may interfere with a person's ability to participate in this meeting. Persons needing accommodation must notify the City Clerk's Office to make needed arrangements. To make your request known, please call 406-628-7431, Ext. 2, or write to City Clerk, PO Box 10, Laurel, MT 59044, or present your request at City Hall, 115 West First Street, Laurel, Montana.

DATES TO REMEMBER

File Attachments for Item:

9. Employee Recognition January 2021- June 2021.

Employee/Volunteer Recognition 2021 (January to June)

Name	Years	Department
Stan Langve	21	Police
Kurt Markegard	16	Public Works
Kyle Bryant	16	Police
Kelly Strecker	16	City Clerk
Brenda Sell	16	Police
Brian Kline	16	City Shop
William Brew III	15	Police
Christopher Erb	12	Library
Daniel Griffin	12	Police
Jarred Anglin	6	Police
Cynthia Caswell	6	WWTP
Zach Cortese	4	Police
Jodi Kinn	4	Police
Andrew Arneson	4	Public Works
Karen Courtney	4	Code Enforcement
Julia Torno	3	Library
Wade Spalinger	2	City Shop
Nicholas Altonaga	2	Planning
Daniel Nauman	2	WTP
Ryan Sedgwick	2	Police
Morgan Ecklund	1	Ambulance
Wendy Wong	1	Ambulance
Justin Walton	1	Ambulance
Thomas White	1	Ambulance
Haley Swan	1	Police
Joshua McFarland	1	Police

Christopher Franklin	5	Ambulance
Levi Vandersloot	5	Ambulance
Jacob Haan	4	Ambulance
Elliott Grayson	4	Ambulance
Boady Harper	2	Ambulance
Amber Beck	1	Ambulance
Doug Fox	25	Fire
Kent Kulesa	24	Fire
Jason Penne	20	Fire
Corey McIlvain	17	Fire
Brent Peters	14	Fire
Sean McCleary	12	Fire
Travis Nagel	12	Fire
Henry Fox	10	Fire
Justin Kostelecky	6	Fire
Shane Willis	5	Fire
Jennifer Winchell	4	Fire

Employee/Volunteer Recognition 2021 (January to June)

John Beck	3	Fire
Jayson Nicholson	3	Fire
Jesse Gee	3	Fire
Armando Hernandez	2	Fire
Levi Klamert	2	Fire
Steven Hiller	2	Fire
Bridger Fournier	2	Fire
Ryan Robertus	2	Fire
Kently Kuntz	1	Fire
Colton McCleary	1	Fire
Tammy Harpster	13	Reserves
Bruce McGee	11	Reserves
Tom Becker	10	Reserves
Paul Bickel	8	Reserves
Darcy Sauter	7	Reserves
Dustin Riveland	7	Reserves
Andrea Beechie	1	Reserves
Thomas Scott	1	Reserves
Kaity Bulter	1	Reserves
Sonja Jones	1	Reserves
Brenton Dorsey	1	Reserves
Dylan Benton	1	Reserves
Dixie Childers	1	Reserves