



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, DECEMBER 17, 2019
6:30 PM
COUNCIL CHAMBERS**

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

1. Reappointment of Mike Kirshenmann to the Police Commission for a 3-year term ending 12/31/2022.

Executive Review

2. Resolution: A Resolution Approving A Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Services Relating To The City Of Laurel's 2020 Pavement Maintenance Project.
3. Resolution: A Resolution Approving Amendment No. 2 To Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's East Downtown Infrastructure Improvements Project
4. Resolution: Resolution Authorizing The Mayor To Execute An Agreement With Beartooth RC&D Economic Development District.

Council Issues

Other Items

5. Rotary Blood Drive

Review of Draft Council Agendas

6. Review of Draft Council Agenda for December 23, 2019.

Attendance at Upcoming Council Meeting

Announcements

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

Item Attachment Documents:

1. Reappointment of Mike Kirshenmann to the Police Commission for a 3-year term ending 12/31/2022.



CITY OF LAUREL

BOARDS, COMMISSIONS, AND COMMITTEES

REAPPOINTMENT FORM

Date: 11-30-19

Name of Member: MIKE KIRSCHENMANN

I presently serve on the Police Commission and wish
(Board/Commission/Committee)
to be considered for reappointment to another term.

Signature: [Handwritten Signature]

Date: 11-30-19

Please submit this form to: Administrative Assistant
City of Laurel
P.O. Box 10
Laurel, MT 59044

Item Attachment Documents:

2. Resolution: A Resolution Approving A Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Services Relating To The City Of Laurel's 2020 Pavement Maintenance Project.

RESOLUTION NO. R19-____

A RESOLUTION APPROVING A TASK ORDER AUTHORIZING KADRMAS, LEE & JACKSON, INC. FOR SERVICES RELATING TO THE CITY OF LAUREL'S 2020 PAVEMENT MAINTENANCE PROJECT.

WHEREAS, the City of Laurel previously executed an Agreement for Professional Services with Kadrmas, Lee & Jackson, Inc. ("KLJ") on December 5, 2017; and

WHEREAS, the City of Laurel requires engineering services for the City of Laurel's 2020 Pavement Maintenance Project as described in the attached Task Order with is incorporated herein by reference; and

WHEREAS, the services to be provided and cost for such services are fully described in the attached Task Order and the services rendered shall not exceed \$82,000 without further authorization and written approval by the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, the attached Task Order authorizing the services to be performed by KLJ for the City of Laurel is hereby approved and the Mayor is hereby authorized to execute the attached Task Order on the City's behalf.

Introduced at a regular meeting of the City Council on _____, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____ day of _____, 2019.

APPROVED by the Mayor this ____ day of _____, 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

Task Order: Laurel 2020 Pavement Maintenance

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

1. Background Data

- A. Effective Date of Task Order: November 5, 2019
- B. Owner: City of Laurel
- C. Engineer: Kadrmas, Lee & Jackson, Inc. (dba "KLJ")
- D. **Specific Project (title):** **Laurel 2020 Pavement Maintenance**
- E. Specific Project (description): Miscellaneous annual pavement maintenance design, bidding and construction in locations throughout the City of Laurel. Crack Seal and Chip Seal areas identified with a PASER rating of 6 in the 20219 City of Laurel Pavement Management Plan

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

Set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- B. Resident Project Representative (RPR) Services – Not Used

Although Engineer will not provide the services of a full-time RPR, it is anticipated that Engineer will visit the Site periodically throughout construction in accordance with Paragraph A1.04.A.9.
- 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:
- Pay the cost of any review fees imposed by agencies having jurisdiction over the project.
 - Coordinate with Laurel Public Schools and other local stakeholders, if required, to evaluate access and traffic control considerations.

5. Task Order Schedule

- A. Construction is anticipated during the April-July 2020 timeframe. Engineer will begin immediately, with the objective to advertise for bids in January 2020.

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
Basic Services*	\$82,000**	Hourly Rates
Additional Services (Part 2 of Exhibit A)	(N/A)	Hourly Rates

*Based on an anticipated 4-week continuous construction period.

**Will not be exceeded without Owner’s written approval.

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:

- A. Exhibit A – Engineer’s Services for Task Order (12 pages)
- B. KLJ Estimated Standard Hourly Billing Rates Effective October 1, 2019

10. Other Documents Incorporated by Reference:

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

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is November 5, 2019.

OWNER: City of Laurel

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

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: 406-247-2905

Engineer's Services for Task Order: Laurel 2020 Pavement Maintenance

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services—Not Included

A1.02 Design Phase

- A. Project Management—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. Visit the Site(s) and attend meetings as needed to coordinate with Owner or other stakeholders.
 - 4. Prior to beginning design phase services, verify the type, locations and extents of 2019 Pavement Maintenance projects with Owner. Conduct a walkthrough to determine the areas where a chip seal is inappropriate. Pavement maintenance is anticipated to include crack seals and chip seals of various streets throughout Laurel.
 - 5. Provide an initial opinion of probable Construction Cost to assist Owner with determining the scope and extent of 2020 Pavement Maintenance projects. Engineer will not proceed with Design Phase without Owner's acceptance of opinion of probable Construction Cost.
 - 6. Engineer's fee is based on completing the Preliminary and Final Design Phase services described below one time; multiple iterations will be provided as Additional Services.
- B. After verifying the locations and extents of 2020 Pavement Maintenance projects with Owner, as Basic Services, Engineer shall:
 - 1. Provide necessary field surveys and topographic and utility mapping—Not Included
 - 2. Prepare Design Phase documents consisting of final design criteria, drawings, 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:

- a. Plan Drawings – Provide plan-view construction drawings necessary to depict the location and type of pavement maintenance to be completed by Contractor.
 - b. Detail Drawings – Provide detail drawings of supplemental design information required for construction.
 - c. Traffic Control – not included but will be required of Contractor in specifications.
 - d. The project will be confined to existing street sections (curb to curb). 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. 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.
 4. Furnish two (2) review copies of the Design Phase documents, and any other deliverables to Owner, and review them with Owner.
 5. ~~After receiving Owner's written review comments, if any, prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~
 6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 7. 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.
 8. 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.
- C. Engineer's services under the 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.

- D. 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.

A1.03 *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.

A1.04 *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):* (Not included)
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory, if required.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *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.
6. *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.
7. *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.
8. *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.~~ (Construction staking not included.)
9. *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. Engineer's fee is based on full-time site observation during chip sealing operations, and up to three (3) additional site visits during the Project. 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.
- 10. *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.
- 11. *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.
- 12. *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.

13. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *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.
15. *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.
16. *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.
17. *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.
18. *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.
19. *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.
20. *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.
21. *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.

22. *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 A1.04. 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.
 23. *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.
 24. *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 in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.04) 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.
 25. *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 as indicated in Paragraph A1.02, 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.

A1.05 *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.

A1.06 *Commissioning Phase—Not Included*

A1.07 *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. Permitting
 - b. Surveying: Boundary surveys or establishing survey monuments, including right-of-way and parcel ownership research and mapping; design surveys; construction staking
 - c. Traffic analyses
 - d. Public or private utility analyses, modeling or design
 - e. 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
 - f. Structural design
 - g. Landscape or irrigation design
 - h. Right-of-way or permanent easement acquisition services
 - i. 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 required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
6. 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.
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, 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. 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. 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.
 4. 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.

5. 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.
6. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
7. 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.

DRAFT

Exhibit B

KLJ Hourly Rate Sheet

Effective October 1, 2019

KLJ Staff Type	Standard Rate	KLJ Staff Type	Standard Rate
Archaeologist I	\$84	OSP Designer I	\$111
Archaeologist II	\$95	OSP Designer II	\$130
Archaeologist III	\$130	OSP Designer III	\$149
Archaeologist IV	\$155	OSP Designer IV	\$171
Archaeologist Tech	\$80	Paleontologist	\$126
Architect I	\$114	Paleontologist Tech	\$76
Architect II	\$126	Planner I	\$108
Architect III	\$159	Planner II	\$144
Architectural Historian	\$126	Planner III	\$180
CADD Technician I	\$92	Planner IV	\$216
CADD Technician II	\$103	Project Assistant I	\$76
CADD Technician III	\$122	Project Assistant II	\$92
CADD Technician IV	\$145	Project Assistant III	\$103
Contract Administrator	\$112	Project Assistant IV	\$122
Electrical Power Engineer I	\$126	Project Controls Specialist I	\$141
Electrical Power Engineer II	\$144	Project Controls Specialist II	\$155
Electrical Power Engineer III	\$180	Project Manager	\$209
Engineer I	\$112	Proposal Coordinator	\$84
Engineer II	\$127	Proposal Manager	\$112
Engineer III	\$162	Research Analyst	\$84
Engineer IV	\$202	Right of Way Agent I	\$98
Engineer V	\$234	Right-of-Way Agent II	\$123
Engineer VI	\$278	Right-of-Way Agent III	\$141
Engineering Technician I	\$84	Right-of-Way Agent IV	\$173
Engineering Technician II	\$114	Senior Project Manager	\$274
Engineering Technician III	\$145	Structural Engineer I	\$101
Engineering Technician IV	\$171	Structural Engineer II	\$119
Environmental Planner I	\$95	Structural Engineer III	\$155
Environmental Planner II	\$114	Structural Engineer IV	\$209
Environmental Planner III	\$127	Structural Engineer V	\$216
Environmental Planner IV	\$180	Survey Technician	\$84
Environmental Planner V	\$224	Surveyor I	\$99
Environmental Tech	\$80	Surveyor II	\$114
GIS Analyst I	\$95	Surveyor III	\$133
GIS Analyst II	\$114	Surveyor IV	\$159
GIS Analyst III	\$134	Surveyor IV-PM	\$198
GIS Analyst IV	\$188	Surveyor V	\$234
GIS Technician	\$84	Transmission Engineer I	\$116
Government Relations Manager	\$130	Transmission Engineer II	\$148
Government Relations Specialist I	\$103	Transmission Engineer III	\$170
Government Relations Specialist II	\$116	Transmission Engineer IV	\$224
Graphic Designer	\$103	Visual Designer	\$116
Hydrogeologist	\$216	1 Person Survey Crew	\$185
Hydrogeological Technician	\$114	2 Person Survey Crew	\$247
Landscape Architect I	\$95	Pipeline Inspector	\$170
Landscape Architect II	\$119	Divisional Director	\$252
Landscape Architect III	\$155		
Landscape Architect IV	\$170		

Reimbursable Expenses (if applicable)	
Time and Half for Overtime	Included in Hourly Rate
ATV, UTV, Snowmobile	Included in Hourly Rate
Survey Equipment	Included in Hourly Rate
CAD and GIS Work Station	Included in Hourly Rate
Postage and Routing Printing Cost	Included in Hourly Rate
Mileage	Included in Hourly Rate
Special Equipment/Software	Per Project Basis
Subsistence (Per Diem) - Lodging	Actual Cost
Subsistence (Per Diem) - Meals	Actual Cost
Misc. Project Related Expenses	Cost plus 20%
Sub-Contracts	Cost plus 20%



Item Attachment Documents:

3. Resolution: A Resolution Approving Amendment No. 2 To Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's East Downtown Infrastructure Improvements Project

RESOLUTION NO. R19-____

**A RESOLUTION APPROVING AMENDMENT NO. 2 TO TASK ORDER AUTHORIZING
KADRMAS, LEE & JACKSON, INC. FOR WORK RELATING TO THE CITY'S
EAST DOWNTOWN INFRASTRUCTURE IMPROVEMENTS PROJECT.**

WHEREAS, the City of Laurel previously executed an Agreement for Professional Services with Kadrmass, Lee & Jackson, Inc. ("KLJ") on December 5, 2017, via City Council Resolution; and

WHEREAS, the City of Laurel previously approved an Amendment authorizing KLJ to provide services for the East Downtown Infrastructure Improvements Project; and

WHEREAS, additional services are required as detailed in the attached Amendment No. 2 for the Downtown Infrastructure Improvements which is incorporated herein by reference; and

WHEREAS, the services to be provided and cost for such services are fully described in the attached document and City Staff is recommending approval of the attached Amendment No. 2 to Task Order: East Downtown Infrastructure Improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, the attached Amendment No. 2 to Task Order: East Downtown Infrastructure Improvements is hereby approved and the Mayor is hereby authorized to execute the same on the City's behalf.

Introduced at a regular meeting of the City Council on _____, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____ day of _____, 2019.

APPROVED by the Mayor this ____ day of _____, 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney



2611 Gabel Road
Billings, MT 59102-7329
406 245 5499
KLJENG.COM

December 9, 2019

Kurt Markegard
Public Works Director
City of Laurel
Via E-mail: kmarkegard@laurel.mt.gov

Re: East Downtown Infrastructure Improvements

Dear Kurt:

Enclosed is Amendment #2 to East Downtown Infrastructure Improvements Task Order for review and approval. This Amendment adds KLJ's services for bidding, construction administration, on-site resident project representative, construction staking, geotechnical QA testing and project closeout for Phase II construction. Phase I was previously approved but the Phase II areas were excluded. Phase II areas will be bid and constructed with the Phase I Improvements. In addition, this amendment adds two intersections to the scope of work.

As a reminder, the master services agreement that was executed on December 5, 2017 applies to all task orders, unless indicated otherwise in each specific task order. In this case, we reference Exhibit D in the Amendment because the language in the Agreement is applicable to our scope of services. Please let me know if you would like additional copies of the Agreement for reference.

Thank you for this opportunity.

Sincerely,

KLJ

A handwritten signature in blue ink that reads "Matthew S. Smith".

Matthew S. Smith, P.E.
Project Manager

Enclosure(s): Amendment 1 to Task Order
Attachment 1 to Amendment 1
Project #: 1804-01309
cc: file

Amendment No. 2 To Task Order: East Downtown Infrastructure Improvements

1. Background Data:

- A. Effective Date of Task Order: November 6, 2018
- B. Owner: City of Laurel, Montana
- C. Engineer: Kadrmas, Lee & Jackson, Inc. (dba “KLJ”)
- D. **Specific Project:** **East Downtown Infrastructure Improvements**

2. Description of Modifications

- A. The Scope of Services to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:
 - 1. The scope of Bidding or Negotiating, Construction and Post-Construction Phase Services is modified to include the Phase 2 project area, as defined by Amendment No. 1. The overall project area will be bid and constructed as one combined project. Attachment 1 to Amendment No. 2 depicts the two project areas as defined Amendment No. 1 to the original Task Order.
 - 2. The overall project scope is modified to include realignment and improvements of the intersections of Ohio Ave. and Alder Ave. with Main Street, as directed by the City, to provide improved, ADA compliant pedestrian travel along the Main Street corridor. These proposed improvements are depicted on Attachment 2 to Amendment No. 2.
 - 3. The overall project scope is modified to include storm system extension and improvements along Alder Ave., between the intersections of Main St. and First St. to collect and convey uncaptured surface drainage to the existing storm main in Main St.
 - 4. Addition of Services to include subcontracting of sub-surface explorations using pot-holing methods to determine the depth of existing gas mains and services located within the project area.
 - 5. Addition of Services to prepare and submit project funding assistance application to Montana Department of Commerce for Delivering Local Assistance (DLA) grant funds of \$750,000.
 - 6. The following breakdown is the basis for Engineer’s compensation to complete construction services describe above. Additional Services required by Engineer in excess of the below parameters will be provided in accordance with Part 2 of the original Task Order.

- i. 150 calendar day construction contract for Substantial Completion for RPR and Construction Contract Administration
- ii. 12 survey crew mobilizations
- iii. 60 trips to Site for quality assurance testing

B. The responsibilities of Owner with respect to the Task Order are modified as follows:

- 1. Direct removal and/or relocation of private utility facilities, as deemed necessary, to allow construction of the proposed Project improvements without delays to the Construction Contract Time.

C. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Addition of Project Areas to Scope – Ohio/Alder Ave. intersections and Alder Storm Extension): Final Design Services (A1.04)	\$15,250.00	Lump Sum
2. Basic Services (Phase 2 and addition of Project Areas to Scope – Ohio/Alder Ave. intersections and Alder Storm Extensions): Bidding/Negotiating, Construction, and Post-Construction Services (A1.05 – A1.07)	\$135,210.00	Direct Labor
3. Additional Services: Montana Department of Commerce DLA Grant Application	\$4,968.00	Direct Labor
4. Additional Services: Subcontracted sub-surface explorations via pot-holing	\$12,000	Reimbursable Expense Estimate
TOTAL COMPENSATION – AMENDMENT NO. 2	\$167,428.00	
4. Additional Services (Part 2 of Exhibit A)	(N/A)	Direct Labor

D. The schedule for rendering services under this Task Order is modified as follows:

Engineer's services and compensation included in this Amendment are based on the premise that design and construction of the overall project area will be completed in 2020 without a winter shutdown.

E. Other portions of the Task Order (including previous amendments, if any) are modified as follows:

1. Project area is modified to include intersection improvements described in Part 2.A.2. above as depicted in the attached "Attachment 2 to Amendment No. 2."
2. Anticipated RPR hours stated in Part A1.06.A.3 of Exhibit A to Amendment No. 1 are increased to an estimated 1,080 hours to provide necessary construction observation through substantial completion, not to exceed 150 calendar days for Contract Time to achieve.

3. Task Order Summary (Reference only)

A. Original Task Order amount:	\$ 77,000.00
B. Net change for prior amendments:	\$ 490,220.00
C. This Amendment amount:	\$ 167,428.00
D. Adjusted Task Order amount:	\$ 734,648.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is December 17, 2019

OWNER: City of Laurel, Montana

ENGINEER: Kadrmass, Lee & Jackson, Inc.

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____




Title: _____

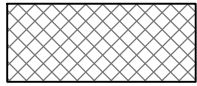
Date
Signed: _____

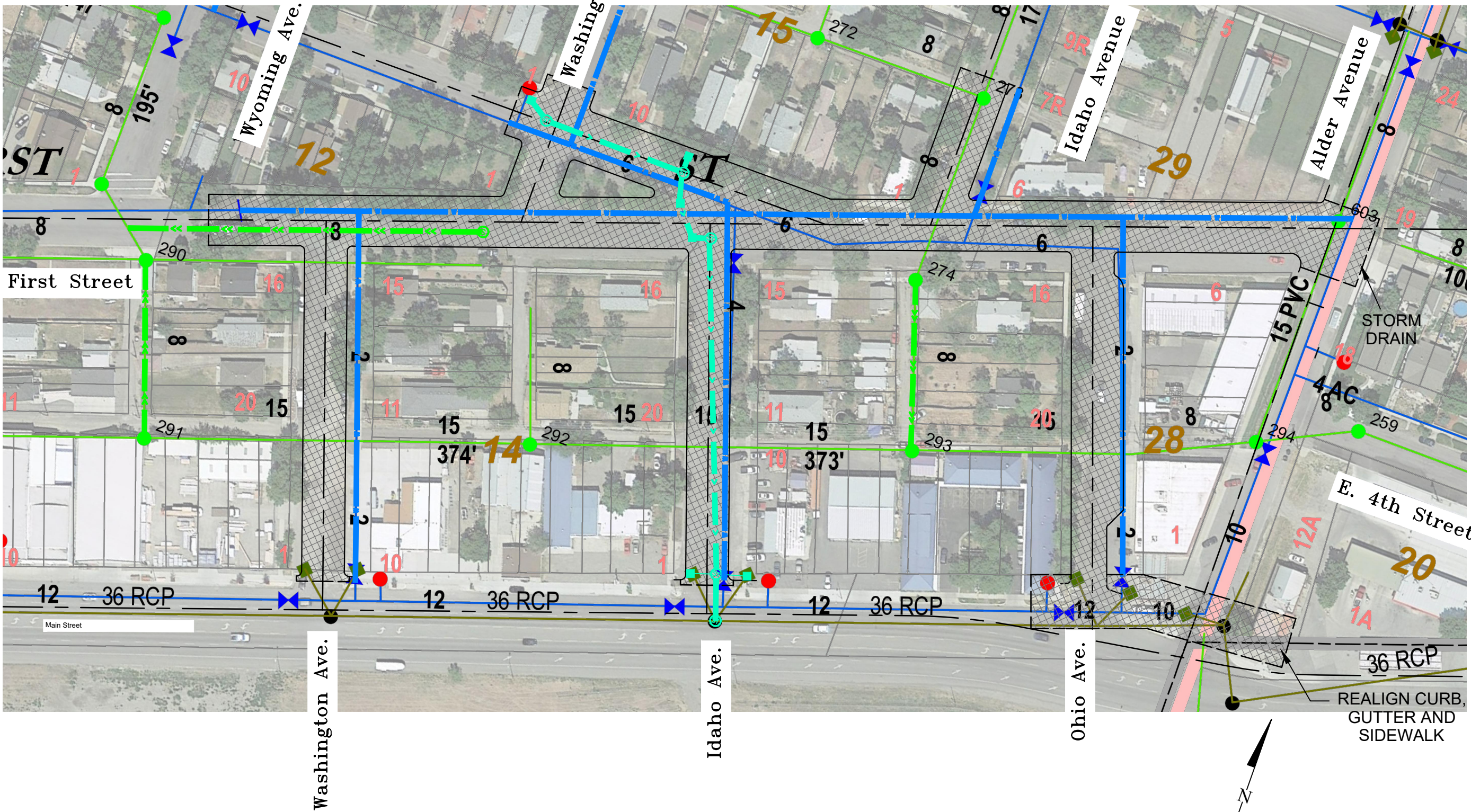
Date
Signed: _____

Attachment 1 to Amendment No. 2
 East Downtown Infrastructure Improvements
 City of Laurel, MT 05/22/2019

LEGEND:

 PROPOSED STORM SEWER
 PROPOSED WATER
 PROPOSED SAN. SEWER

 PROPOSED REMOVE & REPLACE ASPHALT, CURB & GUTTER



Item Attachment Documents:

4. Resolution: Resolution Authorizing The Mayor To Execute An Agreement With Beartooth RC&D Economic Development District.

RESOLUTION NO. R19-__

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH BEARTOOTH RC&D ECONOMIC DEVELOPMENT DISTRICT.**

WHEREAS, the City of Laurel desires to retain the services of Beartooth RC&&D Economic Development District for services relating to a regional economic development planning program; and

WHEREAS, Beartooth RC&D Economic Development District provided such services for the City of Laurel in the past and desires to continue the provision of such services for the City in accordance with the terms and conditions of the attached Memorandum of Understanding, including a membership contribution of \$2,095.56; and

WHEREAS, the City of Laurel is satisfied with the services provided to date and desires a continuation of its relationship with Beartooth RC&D Economic Development District.

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

That the Mayor is authorized to execute the attached Memorandum of Understanding with Beartooth RC&D Economic Development District.

Introduced at a regular meeting of the City Council on _____, 2019, by Council Member _____.

PASSED and APPROVED by the City Council of the City of Laurel this ____th day of _____, 2019.

APPROVED by the Mayor this ____th day of _____, 2019.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney



2019 Laurel Projects

- Revolving Loan Fund
 - One new and two existing loan clients
- Yellowstone Valley Food Hub
 - Growth through Ag grant to fund marketing and possibly equipment for food hub launch
- Yellowstone County Sports Facilities Feasibility Study
 - LARC planning
- Exploring options for infrastructure expansion at new interchange
 - Researching Scope of Work and/or Job Description for Community Development staff
- LURA
 - Joint meetings with Big Sky EDA to assist City
- Laurel Chamber of Commerce
 - Attended SBDC class
 - Pryor Mountain Wind Farm outreach
- Exchange Club
 - Assisted in raising \$10,000 for Firefighters Memorial
 - Healing Fields

Calculation of 2020 EDA dues:

	Est Census (as of 07/2018)	Per Capita Per Capita	Base Base Fee	Total Assessment	Share % of County Assessment
County	(Population x .19)				
Big Horn	13,338	\$2,534.22	\$2,250.00	\$4,784.22	
Big Horn County	1/3	\$844.74	\$750.00		\$1,594.74
City of Hardin	1/3	\$844.74	\$750.00		\$1,594.74
Two Rivers Authority	1/3	\$844.74	\$750.00		\$1,594.74
Carbon	10,714	\$2,035.66	\$2,250.00	\$4,285.66	\$4,285.66
Stillwater	9,534	\$1,811.46	\$2,250.00	\$4,061.46	\$4,061.46
Sweet Grass	3,710	\$704.90	\$2,250.00	\$2,954.90	\$2,954.90
Yellowstone	160,137	\$30,426.03	\$4,500.00	\$34,926.03	
Big Sky EDA	34.00%	\$ 10,344.85	\$1,530.00		\$11,874.85
City of Billings	36.00%	\$ 10,953.37	\$1,620.00		\$12,573.37
City of Laurel	6.00%	\$ 1,825.56	\$270.00		\$2,095.56
Yellowstone County	24.00%	\$ 7,302.25	\$1,080.00		\$8,382.25
Total				\$51,012.27	\$51,012.27



Getting the Job Done

We work with you to develop projects and move the regional economy forward. This happens as a result of local engagement and regional collaboration with knowledge of and access to local, state and federal programs designed to assist the people we serve. We have a proven track record of project development and strive to ensure positive results.

We work in partnership with our regional stakeholders to develop and support projects in your area.

How can we help you in 2020 and beyond?

- Plan review and implementation
- CEDS project goals
- Letters of Support
- Project identification and development
- Partner for training opportunities identified through industry requests and trends

www.Beartooth.org

406-962-3914

Beartooth RC&D Staff:

Joel Bertolino, Executive Director
Food & Ag Center Director
jbertolino@beartooth.org

Jillann Knutson, Finance Director
jknutson@beartooth.org

Steve Simonson, Economic Development Director
ssimonson@beartooth.org

Economic Development Program

Beartooth RC&D (Resource Conservation and Development) serves the cities, towns and counties of Big Horn, Carbon, Stillwater, Sweet Grass and Yellowstone as a state-designated Certified Regional Development Corporation (CRDC) and as a federally designated Economic Development District (EDD). We work closely with local economic development authorities and organizations in order to leverage the best possible options for communities, non-profits and private businesses in the region.

Food and Ag Program

Beartooth is home to one of six Food & Ag Development Centers located across the state. The Centers help Montanans innovate and grow businesses that produce and commercialize food, agricultural and renewable energy products and processes – creating wealth and jobs in our communities and on our farms and ranches. The centers support economic development by ensuring that more of the state's food, agricultural and energy dollars circulate in Montana. The program provides training, technical assistance, and access to funding through grants and loans.

Revolving Loan Fund Program

The purpose of the Revolving Loan Fund is to encourage and accelerate economic development activities in the region. The role of the RFL is to provide gap financing to businesses who would find it difficult to meet conventional underwriting standards. The RLF is not an alternative to private lenders or equity capital as most loans are a combination of all three. The RLF can provide financing for business equipment or improvements, land and buildings. Rates are competitive to bank terms/rates.

A
MEMORANDUM OF UNDERSTANDING
Between
Yellowstone County Commissioners, Big Sky Economic Development Authority,
City of Billings, City of Laurel
And
Beartooth Resource Conservation & Development Area, Inc.

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this ____ day of _____, 201__, by and between **Beartooth Resource Conservation & Development Area, Inc.**, whose principal business address is P.O. Box 180, Joliet, Montana 59041, hereinafter referred to as “Beartooth RC&D” and **Yellowstone County Commissioners (in cooperation with the City of Billings, City of Laurel, and Big Sky EDA)**, and hereinafter referred to as “**the Entity**”.

WHEREAS, The Beartooth RC&D has been formally recognized by the U.S. Department of Commerce, Economic Development Administration (EDA) as a designated Economic Development District (EDD), and as a District, the Beartooth RC&D has been awarded funding to carry out its Comprehensive Economic Development Strategy (CEDS). This funding will provide a staff person, administrative support and operating costs. This is a continual grant, renewable based on successful program operation and availability of federal funds. Local match is required.

WHEREAS, Each entity participating in the District will designate a representative and an alternate to the regional Beartooth RC&D Board. This individual will convey the needs and economic development goals of the community to the Beartooth RC&D board meetings. Regular board meetings will be held every two months to assess project status and evaluate regional economic development needs.

NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:

ARTICLE 1: SCOPE OF WORK:

Beartooth RC&D employs an Economic Development Director to assist in the completion of the Comprehensive Economic Development Strategy for the five county region. The Director’s time will be allocated consistent with the goals in the CEDS by the Beartooth RC&D board of directors. The board is composed of one representative and an alternate from business partners, county and local elected officials and local economic development partners from our five county region. Input from this board is essential for meeting the needs of the communities in our region.

Priority will be assigned projects of regional scope or projects with strong local leadership. Grant funding for this position is from EDA, therefore, emphasis will be on regional economic development planning and projects which have a correlation to job creation, economic diversification and increased tax base. Matching funds are from participating entities and emphasis will be placed on their specified projects.

Annual Evaluation:

The performance of the Economic Development District will be evaluated annually by local entities participating on the regional Beartooth RC&D Board. Progress and/or accomplishments on each program/project will be reported and evaluated to ensure resources are being utilized in the most effective and efficient manner possible. Annual Comprehensive Economic Development Strategy updates and an annual plan of work will be developed with input from the Beartooth RC&D staff and board. Annual reports on projects and economic development activities will be provided to the board and participating entities along with the renewal of the Memorandum of Understanding.

ARTICLE 2: PERIOD OF PERFORMANCE:

The term of this Memorandum of Understanding shall be from the date it is signed through **December 31, 2020**, unless extended by mutual agreement by both parties. Such extension must be in writing, signed by authorized representatives of both parties, and made a part of the original Memorandum of Understanding by modification reference. This Memorandum of Understanding supersedes the prior Memorandum for participation in the Economic Development District.

ARTICLE 3: PAYMENT:

The Entity's annual contribution will be **\$4,500.00** as a "Membership" fee plus a per capita assessment of **.19** cents per person. These funds will provide the necessary match to obtain the \$70,000.00 in federal funds. Entities who do not participate financially in the match requirement will not receive services from the Economic Development Coordinator. The calculated fee for **Yellowstone County** is **\$34,926.03**. This figure is a total of the **\$4,500.00** county fee plus **\$30,426.03** per capita formula using a population of **160,137** as per the 2018 Census data. Yellowstone County's full payment will be separated into a four-way payment system. Each entity within the county will pay a percentage (%) similar to the previous year. Big Sky EDA- 34% or **\$11,874.85**, City of Billings- 36% or **\$12,573.37**, City of Laurel- 6% or **\$2,095.56** and Yellowstone County- 24% or **\$8,382.25**.

Annually, the Beartooth RC&D/EDD staff will provide a comprehensive report of the past year's activity. A new Memorandum of Understanding will be prepared and a request for the following year's match submitted. Entities will be billed for match funds after January 1, 2020, for the current year's assessment.

Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.

ARTICLE 4: EXAMINATION OF RC&D RECORDS:

The Entity or its representatives shall have the right to examine any books, records, or other documents of the Beartooth RC&D, directly relating to costs when such costs are the basis of compensation hereunder.

ARTICLE 5: OWNERSHIP AND USE OF DOCUMENTS:

Reproducible copies of all documents and other materials produced by the Beartooth RC&D in connection with the services rendered under this memorandum of understanding shall be provided to the Entity for the Entity's use whether the project for which they are made is executed or not. The Beartooth RC&D shall be permitted to retain originals, including reproducible originals, of drawings and specifications for information, reference and use in connection with Beartooth RC&D endeavors.

ARTICLE 6: WARRANTY:

The Beartooth RC&D warrants that all services performed herein shall be performed using that degree of skill and care ordinarily exercised in and consistent with generally accepted practices for the nature of the services and shall conform to all requirements of this Memorandum of Understanding.

ARTICLE 7: SAFETY:

The Beartooth RC&D agrees to fully comply with the Occupational Safety and Health Act of 1970, all regulations issued there under and all state laws and regulations enacted and adopted pursuant thereto. The Beartooth RC&D shall take all necessary precautions in performing the services hereunder to prevent injury to persons or damage to property.

ARTICLE 8: CONFIDENTIALITY AND CONFLICTS OF INTEREST:

The Beartooth RC&D agrees to hold in strict confidence any proprietary or other data, findings, results, or recommendations deemed to be confidential by the Entity and obtained or developed by the Beartooth RC&D in connection with the work under this memorandum of understanding. The Beartooth RC&D warrants and agrees they do not and will not have any conflicts of interest regarding the performance of services hereunder.

ARTICLE 9: APPLICABLE LAW:

This Memorandum of Understanding shall be governed in all respects by the laws of the State of Montana. No changes, amendments or modifications of any of the terms and conditions hereof shall be valid unless agreed to in writing. Venue of any proceeding arising hereunder shall be the Twenty-second Judicial District.

ARTICLE 10: COMPLIANCE WITH LAWS:

The Beartooth RC&D shall in performing the services contemplated by this Memorandum of Understanding, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Memorandum of Understanding.

ARTICLE 11: CHANGES:

The parties, by mutual agreement, may, at any time during the term of this Memorandum of Understanding and without invalidating the Memorandum of Understanding, make changes within the general scope of the Memorandum of Understanding. The Beartooth RC&D to perform such changed services. The Entity's priority list for project work within their county can be changed at any time. In such case, the District will be informed of this change at the Entity's earliest convenience.

ARTICLE 12: TERMINATION:

This Memorandum of Understanding may be terminated in whole or in part, in writing, by either party in the event of substantial failure by the other party to fulfill its obligations under this Memorandum of Understanding through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

Upon such termination the Entity shall pay the Beartooth RC&D amounts due and unpaid for services rendered as of the effective date of termination, and the Beartooth RC&D shall provide to the Entity all materials, surveys, reports, data, and other information performed or prepared as of such date.

ARTICLE 13: INDEMNIFICATION:

The Beartooth RC&D agrees to and does hereby indemnify and save the Entity, its officers, officials and employees, harmless against and from:

1. Any and all claims and liabilities, including but not limited to costs, expenses, and attorney fees arising from injury to, or death of, persons (including claims and liabilities for care or loss of services in connection with any bodily injury or death) and including injuries, sickness, disease, or death to Beartooth RC&D employees occasioned by a negligent act, omission, or failure of the Beartooth RC&D;
2. Any and all claims and liabilities, including costs and expenses, for loss or destruction of or damage to any property belonging to the Beartooth RC&D or the Entity caused by a negligent act, omission, or failure of the Beartooth RC&D and;
3. Any fines, penalties, or other amounts assessed against the Entity by reason of the Beartooth RC&D failure to comply with all health, safety, and environmental laws and regulations applicable to the services; resulting directly or indirectly from, or occurring in the course of the Beartooth RC&D performance of the services. However, this indemnity shall not extend to claims

and liabilities for (i) injury or death to persons or (ii) loss of or damage to property to the extent that these claims and liabilities result directly from the Entity's negligence or willful misconduct.

ARTICLE 14: INSURANCE:

The Beartooth RC&D shall maintain and demonstrate the following types of insurance:

1. The Beartooth RC&D agrees that its employees and particularly the employees designated to work on this memorandum of understanding are covered by applicable Worker's Compensation provisions. The Beartooth RC&D further agrees that if the Entity should legally incur any costs whatsoever under the Worker's Compensation laws by reason of the Beartooth RC&D employees' injury or death while engaged in the contract work, the Beartooth RC&D will indemnify and hold harmless the Entity for such costs which the Entity may be legally be required to pay to employees of the Beartooth RC&D.

2. Comprehensive general liability insurance for bodily injury, death, or loss of or damage to property of third persons or other liability due to the negligent acts of the Beartooth RC&D in the minimum amounts of \$500,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$500,000 per occurrence/aggregate for property damage. Proof of coverage as required by this section shall be delivered to the Entity within fifteen (15) days of execution of this Agreement.

3. Professional liability errors and omissions insurance in a minimum amount of \$100,000.00.

ARTICLE 15: NONDISCRIMINATION:

The Beartooth RC&D will not discriminate against any employee or applicant for employment relating to this project on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with any project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.

ARTICLE 16: INDEPENDENT CONTRATOR:

The Beartooth RC&D and the Entity agree that the Beartooth RC&D is an independent contractor with respect to the services provided pursuant to this Memorandum of Understanding. Nothing in this Memorandum of Understanding shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Beartooth RC&D nor any employee of the Beartooth RC&D shall be entitled to any benefits accorded Entity's employees by virtue of the services provided under this Memorandum of Understanding. The Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state Worker's Compensation program, nor shall the Entity be deemed in any way to assume the duties of an employer with respect to the Beartooth RC&D, or any employee of the Beartooth RC&D.

ARTICLE 17: ASSIGNMENT:

The Beartooth RC&D shall not sublet or assign any of the services covered by this Memorandum of Understanding without the express written consent of the Entity.

ARTICLE 18: NON-WAIVER:

Waiver by the City of any provision of this memorandum of understanding or any time limitation provided for in this memorandum of understanding shall not constitute a waiver of any other provision.

ARTICLE 19: NOTICES:

Any Notice to be served hereunder may be served upon the parties personally or served by certified mail, return receipt. Notice served by mail shall be deemed complete upon deposit of said notice in any United States Post Office, postage prepaid, directed to the party to be served, at the following addresses:

ENTITY: City of Laurel
P.O. Box 10
Laurel, MT 59044

RC&D: Beartooth RC&D
P.O. Box 180
Joliet, MT 59041

ARTICLE 20: INTEGRATED AGREEMENT:

This Memorandum of Understanding together with attachments or addenda represents the entire and integrated Agreement between the Entity and the Beartooth RC&D and supersedes all prior negotiations, representations, or agreements, written or oral. This Memorandum of Understanding may be amended only by written instrument signed by both the Entity and the Beartooth RC&D.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Memorandum of Understanding the day and year in this instrument first above written.

CITY OF LAUREL

BEARTOOTH RC&D/EDD

Tom Nelson
Mayor

Ryan VanBallegooyen
Chairman

ATTEST: _____

Date: _____

Item Attachment Documents:

6. Review of Draft Council Agenda for December 23, 2019.



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
MONDAY, DECEMBER 23, 2019
6:30 PM
CITY COUNCIL CHAMBERS**

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 December 10, 2019.

Correspondence

2. Chamber of Commerce minutes of November 14, 2019; Laurel Chamber of Commerce agenda of December 12, 2019.

Council Disclosure of Ex Parte Communications

Public Hearing

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.*

3. Claims for the month of December 2019.
4. Clerk/Treasurer Financial Statements for the month of November 2019.
5. Approval of Payroll Register for PPE _____ totaling \$ _____.

Ceremonial Calendar

Reports of Boards and Commissions

6. Budget/Finance Committee Minutes of November 26, 2019.
Budget/Finance Committee Minutes of December 10, 2019.
Council Workshop Minutes of December 3, 2019.
Laurel Urban Renewal Agency Minutes of November 18, 2019.
Library Board Minutes of September 10, 2019.

Library Board Minutes of October 8, 2019.
Library Board Minutes of November 12, 2019.
Public Works Committee Minutes of November 18, 2019.

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

7. Reappointment of Mike Kirshenmann to the Police Commission for a 3-year term ending 12/31/2022.
8. Resolution: A Resolution Approving A Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Services Relating To The City Of Laurel's 2020 Pavement Maintenance Project.
9. Resolution: A Resolution Approving Amendment No. 2 To Task Order Authorizing Kadrmas, Lee & Jackson, Inc. For Work Relating To The City's East Downtown Infrastructure Improvements Project
10. Resolution: Resolution Authorizing The Mayor To Execute An Agreement With Beartooth Rc&D Economic Development District.

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