



**AGENDA
CITY OF LAUREL
CITY COUNCIL WORKSHOP
TUESDAY, MAY 04, 2021
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

Executive Review

1. Resolution No. R21- Awarding Weave Consulting the Contract for the City of Laurel's Lion's Park Improvements Project and to Authorize the Mayor to Sign all Documents Relating to the Project on the City's Behalf.
2. Resolution No. R21- Awarding Hardrives Construction the Contract for the City of Laurel's 2021 Pavement Maintenance Project and to Authorize the Mayor to Sign all Documents Relating to the Project on the City's Behalf.
3. Resolution - A Resolution of the City Council Approving a Task Order Between the City of Laurel and KLJ Engineering Inc. to Authorize Service for the Lindy Lane Sewer Line Replacement.
4. Resolution - Small Service Contract - Paving around Lions Park
5. Ordinance No. O21-03: An Ordinance Amending Certain Chapters Of Title 15 Of The Laurel Municipal Code Relating To The City's Miscellaneous Requirements For Homes, Buildings And Construction. (2nd Reading)

Council Issues

Other Items

Review of Draft Council Agendas

6. Draft Council Agenda of May 11, 2021.

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

File Attachments for Item:

1. Resolution No. R21- Awarding Weave Consulting the Contract for the City of Laurel's Lion's Park Improvements Project and to Authorize the Mayor to Sign all Documents Relating to the Project on the City's Behalf.

RESOLUTION NO. R21-

**RESOLUTION AWARDING WEAWE CONSULTING THE CONTRACT FOR THE CITY OF
LAUREL'S LION'S PARK IMPROVEMENTS PROJECT AND TO AUTHORIZE THE
MAYOR TO SIGN ALL DOCUMENTS RELATING TO THE PROJECT ON
THE CITY'S BEHALF.**

WHEREAS, the City of Laurel planned and publicly advertised the project known as the Lion's Park Improvements Project, and the City received responsive bids from qualified contractors; and

WHEREAS, the City's Engineers, KLJ, and City Staff considered the bids received and recommends the City Council award the project and that the contract is in the City's best interest; and

WHEREAS Weave Consulting submitted a bid of \$141,623.69 and both KLJ and the City Staff have determined the bid is in the best interest of the City. The Bid documents are attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Laurel, Montana, finds that the City has followed its procurement policies and state law requiring competitive bidding; and

BE IT FUTHER RESOLVED the City Council hereby awards the contract and project to Weave Consulting for its bid price of \$141,623.69. The Mayor and City Clerk are authorized to sign all necessary documents, agreements, or contracts on the City's behalf consistent with this resolution for the Project.

Introduced at a regular meeting of the City Council on May 11, 2021, by Council Member ____.

PASSED and APPROVED by the City Council of the City of Laurel this 11th day of May 2021.

APPROVED by the Mayor this 11th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

Approved as to form:

Sam Painter, Civil City Attorney

Notice of Award

Date: _____

Project: Lions Park

Owner: City of Laurel

Owner's Contract No.:

Contract: Lions Park Improvements

Engineer's Project No.: 2004-00541

Bidder: Weave Construction

Bidder's Address: 2348 N. Frontage Road

P.O. Box 22745

Billings, MT

You are notified that your Bid dated April 8, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Lions Park Shedule 1A, Schedule 2 and Additive Alternate Bid Item 106 "Rip Rap.

The Contract Price of your Contract is One Hundred-Forty Nine Thousand, Seven Hundred- Eight dollars and 69 cents. (\$ 149,708.69)

4 _____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

2 _____ sets of Drawings will be delivered separately for otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner 3 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner

By: _____
Authorized Signature

Title

Copy to Engineer

Weave
LIONS PARK IMPROVEMENTS
LAUREL, MT

SCHEDULE 1A – ASPHALT & CONCRETE WALKWAYS (BASE BID)					
Item	Description	Quantity	Unit	Unit Price	Total Price
101	Mobilization	1	LS	3,770.20	3,770.20
102	Taxes, Bond and Insurance	1	LS	4,126.35	4,126.35
103	Stormwater Management and Erosion Control	1	LS	7,241.27	7,241.27
104	¾" Minus Crushed Base Course	200	CY	46.76	9,352.00
105	Concrete Sidewalk (4-inch Thick)	615	SY	16.36	10,061.40
106	Riprap	510	SF	2.82	1,438.20
107	Landscape Restorations	0.5	ACRE	2,308.42	1,154.21
Total Bid – Schedule 1A					37,143.63

SCHEDULE 1B – ASPHALT & CONCRETE WALKWAYS (ADDITIVE ALTERNATE)					
Item	Description	Quantity	Unit	Unit Price	Total Price
106	Riprap	5500	SF	1.47	8,085.00
108	2" Asphalt Concrete Pavement - Type B - Surface Course	3120	SY	21.80	68,016.00
Total Bid – Schedule 1B					76,101.00

SCHEDULE 2 – FISHING ACCESS STRUCTURE (BASE BID)					
201	Mobilization	1	LS	5,000.00	5,000.00
202	Fishing Access Structure	1	LS	99,480.06	99,480.06
Total Bid – Schedule 2					104,480.06

TOTAL COMBINED BID SCHEDULES 1 AND 2

\$ 141,623.69
 (Figures)

One hundred forty one thousand six hundred twenty three dollars and
 (Words) sixty nine cents

**SECTION 00300
BID FORM**

PROJECT IDENTIFICATION:

**Lions Park Improvements
KLJ PROJECT: 2004-00541**

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Laurel
115 West 1st Street
Laurel, MT 59044

1.02 The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>4/8/21</u>
<u>2</u>	<u>4/8/21</u>
<u> </u>	<u> </u>

B. Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

ARTICLE 9 – BID SUBMITTAL

SUBMITTED on April 8, 2021
(Date)

Montana Contractor's Registration # 158205

Employer's Tax ID No. 81-0462476

If Bidder is:

An Individual:

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Partnership:

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Corporation:

Name: Warren Transport Inc. dba Wenve Construction
(Corporation Name)

State of Incorporation: Montana

Type (General Business, Professional, Service, Limited Liability): _____

By: [Signature]
(Signature of person authorized to sign)

Title: C.O.O.

Attest: [Signature]
(Signature)

Business Address: 2348 N. Frontage Road, Billings, MT 59101

Phone No.: 406-245-8833 FAX No: 406-245-3232

Date of Qualification To Do Business Is: _____

(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign:

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*): Warren Transport, Inc. dba Weave Construction
2348 N. Frontage Road
Billings, MT 59101

SURETY (*Name and Address of Principal Place of Business*): Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038

OWNER (*Name and Address*): City of Laurel
115 West 1st Street
Laurel, MT 59044

BID

Bid Due Date: 4/8/2021

Description (*Project Name and Include Location*): Lions Park Improvements

BOND

Bond Number: Bid Bond

Date (*Not earlier than Bid due date*): 4/8/2021

Penal sum *** TEN PERCENT OF AMOUNT BID ***
(Words)

\$ 10%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Warren Transport, Inc. dba Weave Construction (Seal)
Bidder's Name and Corporate Seal

By: _____

Signature

Print Name

Title

Attest: _____

Signature

Title

SURETY

Hudson Insurance Company (Seal)
Surety's Name and Corporate Seal

By: _____

Signature (Attach Power of Attorney)

Thomas O. Chambers
Print Name

Attorney-in-Fact
Title

Attest: _____

Signature

Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers and Todd Schaap of the state of Wisconsin

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (\$25,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 1st day of April, 20 21 at New York, New York.



Attest.....
Dina Daskalakis
Corporate Secretary

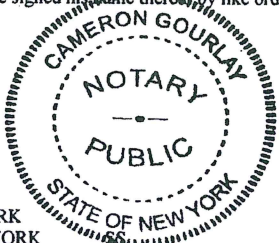
HUDSON INSURANCE COMPANY

By.....
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 1st day of April, 2021 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Cameron Gourlay
CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

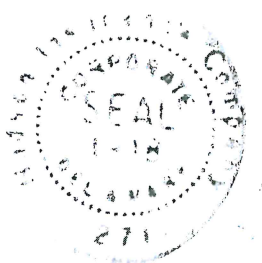
That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 8th day of April, 2021.

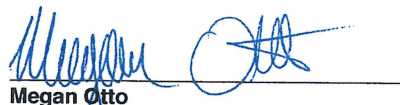


By.....
Dina Daskalakis
Dina Daskalakis, Corporate Secretary

STATE OF WISCONSIN)

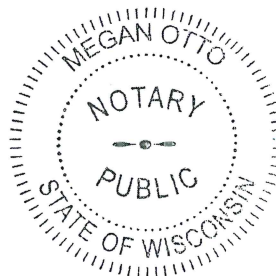
COUNTY OF **Kenosha**)

ON THIS 8th day of April, 2021,
before me, a notary public, within and for said County and State, personally appeared ____
Thomas O. Chambers to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Hudson Insurance Company, a corporation
of Delaware, created, organized and existing under and
by virtue of the laws of the State of Delaware; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Thomas O. Chambers did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Megan Otto

Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **3/3/2024**



- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Provisions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in Paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies and acknowledges:

- A. That this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- B. That no official of Owner, Engineer or any member of such official’s immediate family, has direct or indirect interest in the pecuniary profits or Contracts of Bidder.
- C. That Unit Prices have been computed in accordance with Paragraph 11.03.B. of the General Conditions.
- D. That the estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.
- E. That Bidder will make no claim for damages, anticipated profits or otherwise on account of any difference which may be found between quantities of work actually done and the estimated quantities.
- F. That Bidder’s unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and the total amount of the Unit Prices bid as listed in the Unit Price Schedule, after extensions are checked and corrections made, if any, the Total Amount of Unit Prices bid as corrected shall be used in awarding this Contract.
- G. That Owner reserves the right to reject any or all bids.
- H. That Bidder understands that the award will be made by Owner on the basis of that Bid from the lowest responsive, responsible Bidder which, in Owner's sole and absolute judgment, will best serve the interest of Owner.
- I. That low bidder will be determined on the basis of the lowest Base Bid schedule.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) shown on the following bid form:

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the work will be substantially completed and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement (Section 00500).
- 6.02 Bidder accepts the provisions stated in the Agreement (Section 00500) as to liquidated damages and the stated amount in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of the Bid:
- A. Required Bid security in the amount of 10% of the maximum Bid price, including alternates, if any.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, General Conditions, and the Supplementary Conditions.

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Address of Joint Venture for Receipt of Official Communication:

Address: _____

Phone No.: _____ FAX No: _____

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

File Attachments for Item:

2. Resolution No. R21- Awarding Hardrives Construction the Contract for the City of Laurel's 2021 Pavement Maintenance Project and to Authorize the Mayor to Sign all Documents Relating to the Project on the City's Behalf.

RESOLUTION NO. R21-

**RESOLUTION AWARDING HARDRIVES CONSTRUCTION THE CONTRACT FOR THE
CITY OF LAUREL'S 2021 PAVEMENT MAINTENANCE PROJECT AND TO
AUTHORIZE THE MAYOR TO SIGN ALL DOCUMENTS RELATING TO THE
PROJECT ON
THE CITY'S BEHALF.**

WHEREAS, the City of Laurel planned and publicly advertised the project known as the 2021 Pavement Maintenance Project, and the City received responsive bids from qualified contractors: and

WHEREAS, the City's Engineers, KLJ, and City Staff considered the bids received and recommends the City Council award the project and that the contract is in the City's best interest; and

WHEREAS Hardrives Construction submitted a bid of \$329,329.50 and both KLJ and the City Staff have determined the bid is in the best interest of the City. The Bid documents are attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Laurel, Montana, finds that the City has followed its procurement policies and state law requiring competitive bidding; and

BE IT FURTHER RESOLVED the City Council hereby awards the contract and project to Hardrives Construction for its bid price of \$329,329.50. The Mayor and City Clerk are authorized to sign all necessary documents, agreements, or contracts on the City's behalf consistent with this resolution for the Project.

Introduced at a regular meeting of the City Council on May 11, 2021, by Council Member ____.

PASSED and APPROVED by the City Council of the City of Laurel this 11th day of May 2021.

APPROVED by the Mayor this 11th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

Approved as to form:

Sam Painter, Civil City Attorney



April 28, 2021

Kurt Markegard
City of Laurel
115 W. 1st Street
Laurel, MT 59044

Re: 2021 Pavement Maintenance Project – Recommendation of Award

Dear Kurt:

Bids for the 2021 Pavement Maintenance project were received April 23, 2021. Three bids were opened and read aloud, with bid amounts being \$329,555.00, \$219,461.00 and \$329,329.50. The bids were checked for mathematical accuracy and no discrepancies were found. However, since the opening Wharton has requested to withdraw their bid due to a mathematical error in their estimation.

The next lowest bidder is Hardrives Construction. Their bid amount is \$329,329.50 for the project. We recommend the contract be awarded to Hardrives Construction, accordingly. Enclosed is Whartons request for withdrawal, the Notice of Award (NOA) for the City's approval and a Certified Bid Tabulation. Please sign, date and return four (4) original NOA forms; upon receipt, we will work with Hardrives Construction to route final Contracts for the City's approval.

If you have any questions or concerns, please contact me at (406) 245-5499.

Sincerely,

KLJ

A handwritten signature in blue ink, appearing to read 'Ryan E. Welsh'.

Ryan E. Welsh, PE
Project Engineer

Enclosure(s): Request for Withdrawal
Notice of Award
Certified Bid Tabulation


Project #: 2004-00831
cc: file

TABULATION OF BIDS
2021 Pavement Maintenance - KLI#2004-00831
CITY OF LAUREL, MONTANA
April 23, 2021



Item	Description	Qty	Unit	Engineers Opinion of Cost		Wharton Asphalt		Hardives Construction		Knife River	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
101	Mobilization	1	LS	\$30,000.00	\$30,000.00	\$7,575.00	\$7,575.00	\$17,500.00	\$17,500.00	\$24,698.00	\$24,698.00
102	Taxes, Bonds & Insurance	1	LS	\$18,000.00	\$18,000.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$1,860.00	\$1,860.00
103	Construction Traffic Control	1	LS	\$15,000.00	\$15,000.00	\$6,133.00	\$6,133.00	\$12,000.00	\$12,000.00	\$37,600.00	\$37,600.00
104	Crack route & Seal	23000	LF	\$1.30	\$29,900.00	\$1.40	\$32,200.00	\$1.00	\$23,000.00	\$1.13	\$25,990.00
105	CHFRS-wP Asphalt seal & Chip Coat - 3/8" Gradation	40500	SY	\$2.80	\$113,400.00	\$2.05	\$83,025.00	\$2.00	\$81,000.00	\$2.47	\$100,035.00
106	SS-1 or SS-1h Asphalt Tack Coat Fog Seal	5300	GAL	\$4.42	\$23,426.00	\$2.35	\$12,455.00	\$3.25	\$17,225.00	\$2.98	\$15,794.00
107	4" Asphalt Concrete Pavement Patching - Type B - Surface Course	2700	SY	\$79.30	\$214,110.00	\$26.45	\$71,415.00	\$61.00	\$164,700.00	\$42.22	\$113,994.00
108	8" Wide Solid White Crosswalk Line, Epoxy	790	LF	\$9.00	\$7,110.00	\$2.05	\$1,619.50	\$3.25	\$2,567.50	\$3.10	\$2,449.00
109	24" Wide Solid White Stop Bar, Epoxy	96	LF	\$13.69	\$1,314.00	\$2.05	\$196.80	\$22.00	\$2,112.00	\$21.50	\$2,064.00
110	4" Wide Solid White Parking Line, Epoxy	1540	LF	\$6.00	\$9,240.00	\$2.05	\$3,157.00	\$2.20	\$3,388.00	\$2.10	\$3,234.00
111	Yellow Epoxy Curb Paint	334	LF	\$4.00	\$1,336.00	\$2.05	\$684.70	\$5.50	\$1,837.00	\$5.50	\$1,837.00
	Contingency	1	LS	\$64,594.00	\$64,594.00						
Total of Base Bid					\$527,430.00		\$219,461.00		\$329,329.50		\$329,555.00

This represents a true tabulation of bids opened and read on March 13, 2021.


Ryan Welsh
Project Engineer

Date: April 23, 2021

* Indicates a mathematical correction made following the bid opening.



3962 Pa Hollow Trail
Billings Mt, 59106
(406) 254-9571 or 1-866-226-5319
Fax (406) 254-9572

April 27, 2021

Re: 2021 Pavement Project for City of Laurel

Wharton Asphalt LLC would like to withdraw the bid for the above mentioned project. The estimating department made a mistake on the milling/paving portion of the bid request. If you have any question please call Ed 406-861-4730.

Thank you,
Ed Wharton
406-861-4730

Ed Wharton
A handwritten signature in black ink, appearing to read 'Ed Wharton'.

Notice of Award

Date: _____ 

Project: 2021 Pavement Maintenance Project

Owner: City of Laurel

Owner's Contract No.:

Contract: As described in the Bid Documents

Engineer's Project No.: 2004-00831

Bidder: Hardrives Construction Inc.

Bidder's Address: 4800 Helfrick Rd.

Billings, MT 59102

You are notified that your Bid dated April 23, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for 2021 Pavement Maintenance Project.

The Contract Price of your Contract is Three Hundred Twenty-nine Thousand, Three hundred and Twenty-nine Dollars and Fifty Cents (\$329,329.50).

4 copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent: (none)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Laurel

Owner

By: _____
Authorized Signature

Title

Copy to Engineer

Notice of Award

Date: _____



Project: 2021 Pavement Maintenance Project

Owner: City of Laurel

Owner's Contract No.:

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City of Laurel

Owner

By: _____

Authorized Signature

Title



Copy to Engineer

Notice of Award

Date: _____



Project: 2021 Pavement Maintenance Project

Owner: City of Laurel

Owner's Contract No.:

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City of Laurel

Owner

By: _____
Authorized Signature



Title

Copy to Engineer

Notice of Award

Date: _____



Project: 2021 Pavement Maintenance Project

Owner: City of Laurel

Owner's Contract No.:

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City of Laurel

Owner

By: _____
Authorized Signature

Title



Copy to Engineer

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 Service for the Lindy Lane Sewer Line Replacement.

RESOLUTION NO. R21-

A RESOLUTION OF THE CITY COUNCIL APPROVING A TASK ORDER BETWEEN THE CITY OF LAUREL AND KLJ ENGINEERING INC. TO AUTHORIZE SERVICE FOR THE LINDY LANE SEWER LINE REPLACEMENT.

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 May 11, 2021, by Council Member ____.

PASSED and APPROVED by the City Council of the City of Laurel this 11th day of May 2021.

APPROVED by the Mayor this 11th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk/Treasurer

Approved as to form:

Sam Painter, Civil City Attorney

Task Order: Lindy Lane Sewer 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: May 4, 2021
- B. Owner: City of Laurel
- C. Engineer: KLJ Engineering, Inc
- D. Specific Project (title): Lindy Lane Sewer replacement
- E. Project Description: This project consists of the removal and replacement of a 30" sewer line that is just south of the Interstate and crosses underneath the South Laurel Road along Lindy Lane in Laurel, Montana. The existing 30" sewer line has been visually seen to be collapsing and is approximately 140 lineal feet in length and will include the replacement of 45 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 CHS Refinery 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)	\$ 15,000	Lump Sum
2. Basic Services: Construction and Post-Construction Phase (A1.06-A1.07)*	\$ 5,750	Direct Labor
TOTAL COMPENSATION	\$ 20,750	
3. Additional Services (Part 2 of Exhibit A)	(N/A)	Direct Labor

*Based on a 1-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

Engineer's Services for Task Order: Lindy Lane Sewer Replacement

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 one (1) unscheduled meetings as needed to coordinate with Owner or other stakeholders.

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. Sewer Main Design
 - a. Design the removal and replacement of the 30" sewermain that runs underneath the frontage road from south of the Interstate at Lindy Lane.
 - b. 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. Preliminary Sewer Plan and Profile Drawings
 2. Preliminary Detail Sheets for sewer
 3. Opinion of probable construction cost
 4. 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 one (1) combined Site visit or Owner meeting is 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 40 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 28 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. *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.
5. *Pre-Construction Conference*: Facilitate a pre-construction conference prior to commencement of Work at the Site.
6. *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.
7. *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.
8. *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.
9. *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 one. 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. Sanitary sewer main and manholes – stake manholes and appurtenances
10. *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.
11. *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.

12. *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.
13. *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.
14. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *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.
16. *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.
17. *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.
18. *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.
19. *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.
20. *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.
21. *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.
22. *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.

23. *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.
 24. *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.
 25. *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.
 26. *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. Design of drainage improvements.
 - e. Structural design
 - f. Landscape design
 - g. Right-of-way or permanent easement acquisition services
 - h. 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 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.

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.

File Attachments for Item:

4. Resolution - Small Service Contract - Paving around Lions Park

RESOLUTION NO. R21-__

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO
SIGN A CONTRACT WITH WHARTON ASPHALT LLC FOR THE SUPPLY AND
INSTALLATION OF ASPHALT FOR A CITY PROJECT.**

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

Section 1: Approval. The Independent Contractor Service Contract (“Contract”) recommended by the Mayor and Staff, is attached hereto and incorporated herein and by adoption of the resolution, hereby approved.

Section 2: Adoption and Execution. The Mayor and City Clerk are hereby authorized to execute the Contract on the City’s behalf.

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, Montana, this ____ day of _____ 2021.

APPROVED by the Mayor this ____ day of _____ 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, City Clerk/Treasurer

Approved as to form:

Sam S. Painter, Civil City Attorney

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This contract is made and entered into this ____th day of May, 2021, and is between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as “City” and Wharton Asphalt LLC, 3962 PA Hollow Trail, Billings, MT 59106, hereinafter referred to as “Contractor”.

SECTION ONE DESCRIPTION OF SERVICES

A. Purpose. City shall hire Contractor as an independent contractor to perform for City the services described in the Bid dated April 29, 2021, attached hereto as Exhibit “A” and by this reference made part of this contract.

B. Effective Date. This contract is effective upon the date of its execution by both Parties. Contractor shall complete the services within 120 days of commencing work. The parties may extend the term of this contract in writing prior to its termination for good cause.

C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract, any applicable Montana Public Work Standard(s) and Exhibit “A”.

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor ten thousand dollars (\$10,000) for the work described in Exhibit A.

Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing. Prior to final payment, Contractor shall provide City with an invoice for all charges.

SECTION THREE CITY’S RESPONSIBILITIES

Upon completion of the contract and acceptance of the work, City shall pay Contractor the contract price, plus or minus any additions or deductions agreed upon between the parties in accordance with Sections one and two, if any. As further consideration for this contract, City shall release Contractor’s Bid Bond submitted with Contractor’s Bid on the 2021 Asphalt Pavement Project, without penalty upon execution of this contract.

SECTION FOUR
CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES

A. Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City's personnel policies or handbook and shall not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall supervise and direct the work to the best of his/her ability.

B. Wages and Employment. Contractor shall abide by all applicable State of Montana Rules, Regulations and/or Statutes in regards to prevailing wages and employment requirements. Contractor shall comply with the applicable requirements of the Workers' Compensation Act. Contractor shall maintain workers' compensation coverage for all members and employees of his/her business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Contractor understands that all contractors or subcontractors working on publicly funded projects are required to have withheld from earnings a license fee of one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more. This license fee is paid to the Montana Department of Revenue pursuant to Montana law.

C. Unless otherwise specified by the terms of this Agreement, all materials and equipment used by Contractor on the Construction Project shall be new and where not otherwise specified, of the most suitable grade for their intended uses.

D. All workmanship and materials shall be of a kind and nature acceptable to the City.

E. All equipment, materials, and labor provided to, on, or for the contract must be free of defects and nonconformities in design, materials, and workmanship for a minimum period beginning with the commencement of the work and ending one (1) year from completion and final acceptance by the City. Upon receipt of City's written notice of a defective or nonconforming condition during the warranty period, Contractor shall take all actions, including redesign and replacement, to correct the defective or nonconforming condition within a time frame acceptable to the City and at no additional cost to the City. Contractor shall also, at its sole cost, perform any tests required by City to verify that such defective or nonconforming condition has been corrected. Contractor warrants the corrective action taken against defective and nonconforming conditions for a period of an additional one (1) year from the date of City's acceptance of the corrective action.

F. Contractor and its sureties are liable for the satisfaction and full performance of all warranties.

G. Contractor has examined the facilities and/or has made field examinations. Contractor has knowledge of the services or project sought under this contract and he/she further understands the site conditions to be encountered during the performance of this contract. Contractor has knowledge of the types and character of equipment necessary for the work, the types of materials needed and the sources of such materials, and the condition of the local labor market.

H. Contractor is responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages, or other protections necessary for that purpose at all times.

I. All work is performed at Contractor's risk, and Contractor shall promptly repair or replace all damage and loss at its sole cost and expense regardless of the reason or cause of the damage or loss; provided, however, should the damage or loss be caused by an intentional or negligent act of the City, the risk of such loss shall be placed on the City.

J. Contractor is responsible for any loss or damage to materials, tools, work product or other articles used or held for use in the completion or performance of the contract.

K. Title to all work, work product, materials and equipment covered by any payment of Contractor's compensation by City, whether directly incorporated into the contract or not, passes to City at the time of payment, free and clear of all liens and encumbrances.

SECTION FIVE INDEMNITY AND INSURANCE

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

SECTION SIX COMPLIANCE WITH LAWS

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

SECTION SEVEN NONDISCRIMINATION

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

SECTION EIGHT DEFAULT

If either party fails to comply with any term or condition of this contract at the time or in the manner provided for, the other party may, at its option, terminate this contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this contract.

SECTION NINE TERMINATION

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

SECTION TEN GOVERNING LAW AND DISPUTE RESOLUTION

The Parties agree that the laws of the State of Montana govern this contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

SECTION ELEVEN ATTORNEY FEES

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

SECTION TWELVE ENTIRE AGREEMENT

This contract and its referenced attachment and Exhibit A contain the entire agreement and understanding of the parties and supersede any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

SECTION THIRTEENTH ASSIGNMENT OF RIGHTS

The rights of each party under this contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION FOURTEEN SEVERABILITY

Each provision, section, or subsection of this contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

SECTION FIFTEEN
PARAGRAPH HEADINGS

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this contract.

SIGNED AND AGREED BY BOTH PARTIES ON THE ____ DAY OF MAY, 2021.

CITY OF LAUREL

CONTRACTOR

Thomas C. Nelson, Mayor

Wharton Asphalt LLC

ATTEST:

Employer Identification Number

Bethany Langve, Clerk/Treasurer



Contract

Date	Estimate #
4/29/2021	7856

Name / Address
City of Laurel Lyons Park Asphalt Trail

		Project		
		Lyons Park		
Item	Description	Sq. Ft.	Unit	Total
Pave Note	Supply and install 3120 sq yards of asphalt. This quote is contingent on the City of Laurel allowing Wharton Asphalt LLC to pull the quote submitted for the 2021 Asphalt Pavement Project form the City of Laurel with no penlites.		1	10,000.00
If any questions please contact Lena (406) 660-2280		Total \$10,000.00		

Quote is good for 15 days. All material and workmanship carries a 1 year warranty. Work must fit into current working schedule. No guarantee on water drainage on a less than a 2% grade. No guarantee against the growth of vegetation. Not responsible for damage to concrete caused from equipment. Customer agrees to pay all legal fees in the event that it becomes necessary from default of payment of this contract. Customer agrees to pay upon completion of job unless otherwise specified. A \$20.00 late fee will be charged every month account is past due. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.

Signature _____

Date _____

3962 PA Hollow Trail Billings Mt 59106 P: 406-254-9571 F: 406-254-9572
WhartonAsphalt@netzero.net WhartonAsphalt.com

File Attachments for Item:

5. Ordinance No. O21-03: An Ordinance Amending Certain Chapters Of Title 15 Of The Laurel Municipal Code Relating To The City's Miscellaneous Requirements For Homes, Buildings And Construction. (2nd Reading)

ORDINANCE NO 021-03

AN ORDINANCE AMENDING CERTAIN CHAPTERS OF TITLE 15 OF THE LAUREL MUNICIPAL CODE RELATING TO THE CITY'S MISCELLANEOUS REQUIREMENTS FOR HOMES, BUILDINGS AND CONSTRUCTION.

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's Public Works Department Staff worked with changes in the Montana law and prepared amendments to the Laurel Municipal Code to remain consistent and in accordance with the laws, rules, and regulations adopted by the State of Montana.

WHEREAS, City Staff prepared, reviewed, and approved the following amendments to the existing Title 15 as noted herein and hereby recommends the same to the City Council for their full approval.

Title 15 - MISCELLANEOUS CITY REQUIREMENTS FOR HOMES, BUILDINGS AND CONSTRUCTION¹¹

Chapters:

Footnotes:

--- (1) ---

* Prior history: Prior code §§ 15.04.010, 15.04.020, 15.06.010, 15.06.020, 15.14.010, 15.16.010, 15.16.020, 15.29.020, 15.33.010, 15.37.020, 15.44.010, 15.44.020, 15.48.010—15.48.030, 15.52.010, 15.52.020, 15.56.010, 15.56.020, 15.72.010—15.72.040 and 15.76.010 as amended by Ords. 853, 854, 856, 857, 859, 860, 863, 865, 866, 868, 869, 871, 872, 874, 877, 910, 932, 943, 944, 961—965, 1063, 94-1—94-3, 96-8—96-12, 97-2, 99-5—99-21, 00-1, 00-5, 02-32, 03-3 and 04-4.

~~Chapter 15.10—DISPLAY OF ADDRESS NUMBERS~~

~~Sections:~~

~~15.10.010—Display of address numbers required.~~

~~All houses, buildings or structures used or intended for use as a living quarters or as a place for the conduct of business in the city or the city's building permit jurisdictional area shall have a designated address number conspicuously displayed above or near a door or entrance that faces a public or private street.~~

~~(Ord. 05-15 (part), 2005)~~

~~15.10.020—Authority of director of the public works department to designate.~~

~~The director of the public works department, or his designee, shall designate the proper address numbers for all houses, buildings or structures required to be numbered by Section 15.10.010 of this~~

Ordinance No. 021-03 LMC Title 15 MISCELLANEOUS CITY REQUIREMENTS FOR HOMES, BUILDINGS AND CONSTRUCTION

~~chapter. The director of the public works department, or his designee, shall have the power to change such numbers when, in his judgment, such change is necessary to avoid or eliminate confusion with other numbers.~~

Sections:

~~15.20.010~~15.10.010 - Permit required—Application and investigation—Fees.

- A. No person shall erect, construct, enlarge or replace any fence until a fence permit for such work has been issued by the building department. No such permit shall be valid unless the proposed work is in compliance with all other applicable provisions of this code.
- B. Whenever any work for which a fence permit is required hereunder has been commenced without first obtaining the permit, then the building inspector may conduct a special investigation before a permit may be issued for such work.
- C. Whenever special investigation is required hereunder, both an investigation fee and the application permit fee shall be paid as established by annual city council resolution. ~~after a public hearing.~~

(Ord. 07-06 (part), 2007; Ord. 05-15 (part), 2005)

~~15.20.020~~15.10.020 - Enforcement—Violation—Penalty.

- A. This chapter shall be enforced by the building inspector or his ~~assistant~~designee.
- B. If on inspection, the condition or placement of a fence is found not to comply with the requirements of this code, the building inspector shall issue written notice to the owner, specifying the nonconformity and require the owner to correct the same, as directed by the building inspector.
- C. Any person violating a provision of this chapter may, upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.

(Ord. 05-15 (part), 2005)

Chapter 15.20 Dangerous Structures

Sections:

15.20.010 Purpose and Intent.

An unsafe structure is one that is found to be a threat to the health, safety, and welfare of the public and/or adjoining properties. It is the purpose of this chapter to provide a method in which to deem a structure as unsafe, unlawful, or unfit for human occupancy and allow for the property to be vacated, repaired, or demolished.

15.20.020 Dangerous Structure.

For the purpose of this chapter, the City of Laurel adopts by reference, Section 108.1.5 of the International Property Maintenance Code, to define the conditions or defects that would deem a structure as dangerous. A copy of which will be available in the offices of the city.

15.20.030 Enforcement.

When the building official or his designee has inspected any structure and has determined that such structure is a dangerous structure, the building official or his designee shall commence proceedings to cause the repair, vacation, or demolition of the building.

Notice shall be sent to the owner of record of the structure stating the street address and legal description sufficient for identification of the premises that the structure is upon, the conditions found deeming the structure dangerous and action recommended to address the defects or conditions found by the building official or his designee. The notice shall also contain a reasonable time for all permits, vacation or work must commence after notice is given. The notice shall also include right to appeal decision of building official or his designee within 30 days from date of service of such notice.

Notice shall be delivered in person or through certified mail to the owner(s) or the owner's agent. Proof of service of the notice shall be by a written declaration under penalty of perjury executed by the persons effecting the notice declaring time, date, and the manner in which the service was made. The declaration, together with the receipt card returned in acknowledgment or receipt by certified mail shall be attached to a copy of the notice and retained by the building official.

15.20.040 Placarding.

Upon failure of owner or owner's agent to comply with notice in time given, the building official or his designee shall post on the structure a placard deeming the structure as unsafe to enter or occupy.

15.20.050 Violations.

When an unsafe building has not been voluntarily abated within the time specified in the notice or by mutually agreed upon timeframe of owner and building official, it is a violation of this chapter and upon conviction thereof, be punished as set forth in Section 1.36.010 of this code.

Field Code Changed

Chapter 15.30 – ABATEMENT OF DANGEROUS BUILDINGS

Sections:

~~15.50.010—Adoption.~~

Commented [KC1]: Somewhat outdated – look for what we may use instead.

~~Chapter 15.50 – FIRE CODE^[a]~~

Sections:

Footnotes:

~~—(3)—~~

~~**Editor's note**—Ord. No. 008-07, adopted July 15, 2008, amended Chapter 15.50 in its entirety and enacted similar provisions as set out herein. The former Chapter 15.50 derived from Ord. 05-15 (part), adopted in 2005.~~

~~15.50.010—Adoption.~~

~~The International Fire Code, 2012 edition as 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)~~

~~15.50.020—Updated references.~~

~~The International Fire Code, 2012 edition, as published by the International Code Council as referenced in section 15.50.010 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)~~

~~15.50.030—Modifications to International Fire Code, 2006 edition.~~

~~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 109.3. 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]~~

Ordinance No. 021-03 LMC Title 15 MISCELLANEOUS CITY REQUIREMENTS FOR HOMES, BUILDINGS AND CONSTRUCTION

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

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

Sections:

~~15.60.010—Adoption of regulations—~~15.30.010 State Regulation Adopted

- A. ~~The City of Laurel hereby adopts by reference the Montana Department of Public Health and Human Services, Rule For Trailer Courts and Tourist Campgrounds, Administrative Rules of Montana, 37.111.2 and Montana Code Annotated 50-52 as the code of the city containing the standards, regulating construction, maintenance, and operation of trailer courts and tourist campgrounds. All of the regulations, provisions, conditions and terms of such code are made a part of this article as if fully set out herein. Regulation No. 54.500, amended November 11, 1971 by the Montana State Department of Health and Environmental Sciences, and subsequent amendments and additions for trailer courts, is adopted by reference and made a part of this chapter as fully, and for all intents and purposes, as though set forth herein at length.~~
- B. One full printed copy of the regulation is available in the offices of the city clerk.

(Ord. 05-15 (part), 2005)

~~15.60.020~~15.30.020 - Updated regulations.

The ~~Regulation No. 54.500 described~~reference described in Section ~~15.60.040~~15.30.010 of this chapter may be amended by resolution or administrative order of the mayor.

(Ord. 05-15 (part), 2005)

~~15.60.030~~15.30.030 - Living in trailer house outside trailer court prohibited.

No person shall live in or occupy any trailer house, whether it is movable or not within the city limits, unless it is parked in a licensed trailer court.

(Ord. 05-15 (part), 2005)

Chapter ~~15.70~~15.40 - FLOODPLAIN REGULATIONS

Sections:

~~15.70.010~~15.40.010 - Floodplain regulations—Purpose.

- A. The ordinance codified in this chapter is passed in order to comply with the Montana Floodplain and Floodway Management Act (Montana Code Annotated, Title 76, Chapter 5) and to ~~insure~~ensure compliance with the requirements for the continued participation by the city in the National Flood Insurance Program. Land use regulations, which are hereby adopted, are to be applied to all identified ~~one hundred year~~one hundred-year floodplains within the city's jurisdiction and are attached as Exhibit A and fully incorporated as part of this chapter by this reference.
- B. This chapter and Exhibit A, Floodplain Hazard Management Regulations dated August 2018, are adopted under the authority of Montana Code Annotated, Title 76, Chapter 5, Part 3.
- C. This chapter adopts the set of comprehensive land use regulations attached to the ordinance codified in this section as Exhibit A for identified one hundred-year floodplains within the city. The regulations are based upon the authorities specifically provided in Exhibit A.

Ordinance No. O21-03 LMC Title 15 MISCELLANEOUS CITY REQUIREMENTS FOR HOMES, BUILDINGS AND CONSTRUCTION

(Ord. 05-15 (part), 2005)

(Ord. No. O13-02, 10-1-2013; Ord. No. O18-01, 8-21-2018)

Editor's note— Exh. A to Ord. No. O18-01, adopted Aug. 21, 2018, is not set out herein but is available in the city clerk's office and public works department at City Hall.

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 April 27, 2021, by Council Member _____.

PASSED and ADOPTED by the Laurel City Council on second reading this 11th day of May 2021, upon motion of Council Member _____.

APPROVED BY THE MAYOR this 11th day of May 2021.

CITY OF LAUREL

Thomas C. Nelson, Mayor

ATTEST:

Bethany Langve, Clerk-Treasurer

APPROVED AS TO FORM:

Sam Painter, Civil City Attorney

CITY HALL
115 W. 1ST ST.
PUB. WORKS: 628-4796
WATER OFC.: 628-7431
COURT: 628-1964
FAX 628-2241

City of Laurel

P.O. Box 10
Laurel, Montana 59044
<https://cityoflaurelmontana.com/>



Office of Building Official

Staff Report

RE: Amending Title 15 - Miscellaneous City Requirements for Homes, Building and Construction

Title 15 of Laurel Municipal Code is being amended to remove duplication in the Codes that have been adopted by the city, update references within the title and correct some of the language within the title.

Chapter 15.10 – Display of addresses exists within the Building and Fire Codes that have been adopted by the City therefore it is unnecessary to have conflicting regulations within the Laurel Municipal Code.

Chapter 15.20 Fence Permits and 15.70 Floodplain Regulations were renumbered and had language corrected. Reference to Exhibit A in Chapter 15.70 remains current and therefore was not changed.

Chapter 15.30 Abatement of Dangerous Buildings had an antiquated 1997 Code reference. The chapter was renumbered and updated to a current code reference for determining if a building should be considered unsafe or dangerous.

Chapter 15.50 Fire Code was moved to the previously adopted Title 13

Chapter 15.60 Trailer Courts referenced a Regulation that no longer existed and has the current state regulation reference.

These amendments are necessary to bring Title 15 up to date and remain enforceable by the City. Therefore, we are requesting that council approve to adopt the ordinance amending Title 15 of the Laurel Municipal Code.

File Attachments for Item:

6. Draft Council Agenda of May 11, 2021.



**AGENDA
CITY OF LAUREL
CITY COUNCIL MEETING
TUESDAY, MAY 11, 2021
6:30 PM
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 April 27, 2021.

Correspondence

Council Disclosure of Ex Parte Communications

Public Hearing

2. Public Hearing - O21-03

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 entered through May 7, 2021.
4. Clerk/Treasurer Financial Statements for the month of June 2020.
5. Clerk/Treasurer Financial Statements for the month of July 2020.
6. Clerk/Treasurer Financial Statements for the month of August 2020.
7. Approval of Payroll Register for PPE 5/2/2021 totaling \$_____.

Ceremonial Calendar

8. Poppy Day Proclamation

Reports of Boards and Commissions

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 No. R21- Awarding Weave Consulting the Contract for the City of Laurel's Lion's Park Improvements Project and to Authorize the Mayor to Sign all Documents Relating to the Project on the City's Behalf.
10. Resolution No. R21- Awarding Hardrives Construction the Contract for the City of Laurel's 2021 Pavement Maintenance Project and to Authorize the Mayor to Sign all Documents Relating to the Project on the City's Behalf.
11. Resolution - A Resolution of the City Council Approving a Task Order Between the City of Laurel and KLJ Engineering Inc. to Authorize Service for the Lindy Lane Sewer Line Replacement.
12. Resolution - Small Service Contract - Paving around Lions Park
13. Ordinance No. O21-03: An Ordinance Amending Certain Chapters Of Title 15 Of The Laurel Municipal Code Relating To The City's Miscellaneous Requirements For Homes, Buildings And Construction. (2nd Reading)

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