

RESOLUTION NO. 3980


A RESOLUTION APPROVING A MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENT TO FURNISH ENGINEERING SERVICES BETWEEN THE CITY OF MILES CITY AND KADRMAS, LEE & JACKSON, INC., FOR SERVICES RELATED TO PERMIT APPLICATION FOR 57 PIT AT THE MILES CITY AIRPORT.

WHEREAS, the City of Miles City and Kadrmas, Lee & Jackson, Inc., desire to enter into a Miscellaneous Professional Services Agreement to assist with preparing an application for open cut mining related to fifty-seven gravel pit located at the Miles City Airport;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:


1. The "Miscellaneous Professional Services Agreement" attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by the Council;
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and to bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 27th DAY OF SEPTEMBER, 2016.



John Hollowell, Mayor

ATTEST:


Lorrie Pearce, City Clerk



Miscellaneous Professional Services Agreement

KLJ Project # 2516112 Effective Date 8/8/2016

Client Information

Name City of Miles City
Billing Address PO Box 910
City, State, Zip Miles City, Montana 59301 Business # (406) 234-2903

Authorized By

Name Jeff Langkau Cell # (406) 951-0955
Title Airport Manager Business # (406) 951-0955

Project Description Prepare DEQ Form B-1 Open Cut Mining Plan of Operation and Application to amend the reclamation date of the original 2004 permit.

Detailed Description of Services

Prepare an updated opencut mining permit application for the Fifty-Seven Pit (Site No. 1450). The Fifty-Seven Pit is an existing gravel pit which was originally permitted in 2004. The gravel pit is located on Airport property and has been used for both on-airport and off-airport project. The city of Miles City would like to extend the reclamation date of the permit as the pit is still being used for projects. The existing permit had a reclamation date of November 2015. The Montana Department of Environmental Quality has notified the city of Miles City that because the reclamation date has expired it will be necessary to submit a new application to amend the reclamation date. This will require completing DEQ Form B-1 Opencut Mining Plan of Operation and Application. In conversations with the DEQ the application will be submitted based on available information from the 2004 application and any new information which readily exists. No new field studies or surveys are to be conducted. Following DEQ review of the new application additional studies or field surveys may be required. If additional studies or field surveys are required they would be completed under a supplement to this Agreement.

Project Location

Township 8N Range 47E Section 30
City of Miles City County Custer State MT

Estimated Completion Date of Services Within 45 calendar days of contract execution and delivery to KLJ.

Estimated Fees for Services \$9,500.00 Type Hourly Rates plus Expenses

Special Conditions to be considered

None

Other Items

None

TERMS AND CONDITIONS

- Consultant will submit monthly invoices for the percentage of the work completed. Kadrmas, Lee & Jackson, Inc. (KLJ) will promptly submit said invoice to the Owner and pay Consultant's monthly invoices within fifteen (15) days of receipt of payment from Owner.
- Payment for services is due and payable when billed. Any amount not paid within 30 days will be subject to a late payment charge of 1.5% per month. If payment is based upon Hourly Rates Plus Expenses it will be an amount equal to Kadrmas, Lee & Jackson, Inc. (KLJ) Direct Labor Costs times a designated factor for labor, overhead and profit for the services of all KLJ's personnel engaged on the Project, plus Reimbursable Expenses and KLJ's Consultant charges times a factor of 1.15, if any.
- Payment for services does not include any agency review fees, submittal fees, permit fees or other such fees. Client will pay all such fees directly.
- To the fullest extent permitted by law, Client and KLJ (1) Waive against each other, and the other's employees, officers, directors, agents, insurers, partners and consultants, any and all claims for or entitlement to special, incidental, indirect or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) Agree that KLJ's total liability to Client under this Agreement shall be limited to the total amount of compensation received by KLJ.
- KLJ agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent cause by KLJ's negligent performance of professional services under this Agreement and that of its consultants or anyone for who KLJ is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless KLJ, its officers, directors, employees and consultants (collectively KLJ) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or anyone for whom the Client is legally liable. Neither the Client nor KLJ shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- The project schedule is dependent upon Client and/or agency reviews and comments being received in a timely manner. An initial schedule will be submitted when written notice to proceed is received from the Client. The schedule will be updated during the progression of the services as needed.
- If electronic files are provided to Client, any use or reuse of original or altered digital files or data will be for the specific project or purpose intended. Client will, to the fullest extent permitted by law, indemnify and hold KLJ harmless from any and all claims, suits, liability, demands or costs arising from manipulation, use or reuse of digital files or data.
- The standard of care for all services performed or furnished by KLJ under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. KLJ makes no warranties, express or implied, under this Agreement or otherwise, in connection with KLJ's services.
- This Agreement is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and the Client hereby authorizes the above-described services to be performed by Kadrmas, Lee & Jackson, Inc. under the above terms and conditions set forth.

Client City of Miles City

Date 9-16-16

Signature

Printed Name

Title



JOHN HOLLOWELL

MAYOR

Kadrmas, Lee & Jackson, Inc.

Date 8/16/16

Signature

Printed Name

Title



Tom Neigum, P.E.

Aviation Services Manager