

RESOLUTION NO. 3560

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH DOWL LLC, AN ALASKAN LIMITED LIABILITY COMPANY, DOING BUSINESS AS DOWL HKM, FOR ENGINEERING SERVICES FOR THE RIVERSIDE PARK PATH PROJECT.

WHEREAS, by Resolution 3453 the City of Miles City approved a contract with Dowl, LLC, an Alaskan limited liability company, doing business as Dowl HKM for engineering services for the Riverside Park Path project, the “Contract”.

AND WHEREAS, the City desires to amend and expand the scope of services to be provided by Dowl HKM;

AND WHEREAS, Dowl HKM has quoted to the City an increase of \$13,799.12 for such amended and expanded services, resulting in a revision of the “not-to-exceed total” in the Contract to \$69,801.00;

AND WHEREAS such increase in cost for the amended and expanded services is agreeable to the City;

AND WHEREAS, Dowl HKM has proposed Amendment No. 1 to the Contract, incorporating the amended and expanded services and the additional compensation therefor, a copy of which is attached hereto as Exhibit “A” and made a part hereof;

AND WHEREAS, the terms, conditions, and compensation set forth in such Amendment No. 1 are agreeable to the City;

AND WHEREAS, pursuant to §7-5-4308 MCA, the modification of the contract price may be authorized only upon resolution of the City Council;

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

1. It hereby authorizes the amended and expanded scope of services, additional compensation and other terms and conditions of Amendment No. 1 to the Contract, attached hereto as Exhibit “A” and made a part hereof;

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute Amendment No. 1 to the Contract on behalf of the City of Miles City and 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, AT A REGULAR MEETING OF THE CITY COUNCIL CONDUCTED THIS 23RD DAY OF OCTOBER, 2012

AMENDMENT TO AGREEMENT
BETWEEN
OWNER AND DOWL HKM
FOR PROFESSIONAL SERVICES

AMENDMENT NO. 1

DOWL HKM Project Number / Agreement Number: 4122.20366.01

Owner: City of Miles City

Project Name: Riverside Park Path – Miles City, STPE 8099 (8), CN 7706

Effective Date of Owner-Engineer Agreement: December 29, 2011

The above Agreement is hereby amended as follows:

1. SCOPE OF SERVICES/SCHEDULE:

The Scope of Services currently authorized to be performed by DOWL HKM in accordance with the Agreement and previous amendments, if any, is modified as set forth in EXHIBIT A-1, attached to, and made a part of this Amendment to the above Agreement.

2. COMPENSATION:

Compensation to DOWL HKM for the additional services agreed to and set forth in Exhibit A-1 shall be increased by \$13,799.12 to a revised not-to-exceed total of \$69,801.00.

The following Exhibits are hereby made a part of this Amendment:

- EXHIBIT A-1, "Amendment to Original Scope of Service"

All other terms and conditions of the original Agreement not modified by this or previous Amendments remain in effect and unchanged.

IN WITNESS WHEREOF, the parties of the original Agreement have executed this Amendment as of the 17th day of October, 2012.

Accepted for Client:

By: C.A. Grenz
 Printed Name: C.A. GRENZ
 Title: MAYOR
 Date: 10/24/12

Accepted for DOWL HKM:

By: Andrew T. Marum
 Printed Name: Andrew T. Marum
 Title: Civil Engineer
 Date: 10/24/12



This is EXHIBIT A-1, referred to in and part of the Amendment No. 1 to the Agreement between Owner and DOWL HKM for Professional Services.

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Engineer's Scope of Services / Schedule

Construction Engineering

The construction phase has been established to be 90 working days. While the OWNER is responsible for all construction activities, DOWL HKM will assist in the following:

- A. Preconstruction:
 - a. Attend Preconstruction Conference. OWNER to schedule and host Conference;
 - b. OWNER to issue Notice to Proceed.
- B. Construction Monitoring / Inspection - Based on the type and duration of work, this scope of services assumes that inspection activities will be limited to the following:
 - a. Periodic field inspection averaging approximately 4 hours per week. This will include inspection of staking (by CONTRACTOR), inspection of forms, and inspection for general compliance with the intent of the plans and specifications;
 - b. Test result review for subgrade density testing for the pathway and restroom building (OWNER furnished);
 - c. Test result review for concrete testing for the pathway and building foundation (OWNER furnished);
 - d. OWNER will designate a qualified representative to perform daily field inspections. This will include the monitoring of the quantity of work completed by the contractor and the completion of the Daily Inspection Report;
 - e. Construction staking will be CONTRACTOR furnished.
- C. Contract Administration - DOWL HKM will assist the OWNER in administering the contract by processing the following:
 - a. Change Orders and Extra Work;
 - b. Records Maintenance – DOWL HKM will maintain a contract file that includes the following:
 - 1. Notice of Award
 - 2. Executed contract documents
 - 3. Minutes of the Preconstruction Conference
 - 4. Notice to Proceed
 - 5. Evidence of materials acceptance and testing
 - 6. Evidence of final inspection
 - 7. Notice of acceptance of work.
- D. Project Closeout – DOWL HKM will perform the following:
 - a. Review CONTRACTOR's Closeout Submittals;
 - b. Perform final inspection and prepare punch list of deficiencies;
 - c. Issue Notice of Substantial Completion;
 - d. Perform Post-Construction inspection.

PROJECT: City of Miles City - Riverside Park Pathway CTEP Project											
CONTROL NO: EST. PREPARED BY: DOWL HKM WORK TYPE: Phase I Planning Document DATE: Nov. 2011											
Activity	Tasks	Total Hours	Principal	Proj. Mgr.	Proj. Eng.	Design Eng. PLS	Planner	Biologist	CADD Tech.	Survey Crew	Clerc.
100	Concept Development										
	Base Drawing to scale	0									
	Concept Plans (2) for OWNER review and approval	0									
	Final Plan for OWNER review and approval	0									
	SUBTOTAL (HOURS)	0	0	0	0	0	0	0	0	0	0
200	Survey / Mapping										
	Site Survey	0									
	Floodplain Determination	0									
	Geotechnical Investigation	0									
	Geotechnical Report	0									
	Environmental Analysis	0									
	Mapping	0									
	SUBTOTAL (HOURS)	0	0	0	0	0	0	0	0	0	0
300	Design / Engineering										
	Site Plan	0									
	Demolition Plan	0									
	Pathway Plan & Profile	0									
	Lighting Design	0									
	Concept Plan for future phases	0									
	Standard Specs and Special Provisions	0									
	Project Manual Preparation	0									
	Contract Advertisement	0									
	Bid Advertisement (by OWNER)	28		28							
	Maintain Plan Holder's List	15		15							
	Respond to Requests for Information	24		24							
	Prepare and Distribute Addends	32		32							
	Attend Bid Opening	4		4							
	Review Bids	15		15							
	Contract Award Recommendation	4		4							
	SUBTOTAL (HOURS)	124	0	124	0	0	0	0	0	0	0
400	Construction Engineering										
	Preconstruction activities	0									
	Construction Monitoring / Inspection	0									
	Contract Administration	0									
	Project Closeout	0									
	SUBTOTAL (HOURS)	0	0	0	0	0	0	0	0	0	0
	TOTAL HOURS	124	0	124	0	0	0	0	0	0	0

COST SUMMARY							
	Hours	Rate					Extension
Principal	0	\$50.00					0.00
Project Manager	124	\$36.00					4,464.00
Project Engineer / Geotech	0	\$33.50					0.00
Design Engineer / PLS	0	\$32.00					0.00
Planner	0	\$28.00					0.00
Biologist	0	\$36.00					0.00
CADD/Designer	0	\$30.00					0.00
Survey Crew	0	\$56.00					0.00
Clerical	0	\$18.00					0.00
TOTAL HOURS	124						
			LABOR SUBTOTAL				\$4,464.00
GENERAL OVERHEAD @	1.76		OVERHEAD SUBTOTAL				\$7,856.64
			TOTAL LABOR/OVERHEAD				\$12,320.64
DIRECT NONLABOR							
Miscellaneous (Blue line prints, mylers, multilith paper, telephone, postage, misc. equipment rental, maps, photos, survey mfg., display boards, etc.)							0.00
Computer	Hours	Per Hour					0.00
Title commitments	Parcels	Per Parcel	250				0.00
Vehicle Rental	Days	Per Day	300				0.00
Mileage	Miles	Per Mile	0.56				0.00
Travel	Trips	Per Trip	0				0.00
Lodging	Nights	Per Night	300				0.00
Per Diem	Days	Per Day	51				0.00
GPS Rental (2- Receiver set-up)	Days	Per Day	400				0.00
Traffic Counter Equipment	Days	Per Day	25				0.00
			TOTAL DIRECT NONLABOR				\$0.00
RECAPITULATION							
Total Labor/ Overhead							12,320.64
Total Direct NonLabor							0.00
Profit (12% of Total Labor Costs)							1,478.48
			SUB-TOTAL ESTIMATED COST				\$13,799.12
OUTSIDE SERVICES AND SUBCONTRACTS							
Electrical / Lighting Design & Specs							
Landscaping Architecture Layout / Concept Design							
			TOTAL OUTSIDE SERVICES AND SUBCONTRACTS				\$0.00
			TOTAL ESTIMATED COST				\$13,799.12