

RESOLUTION NO. 3736

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN ENGINEERING SERVICES AGREEMENT WITH KADRMAS, LEE & JACKSON, INC., A NORTH DAKOTA CORPORATION

WHEREAS, The City of Miles City has retained the engineering services of Kadrmas, Lee & Jackson, Inc. (KLJ) to provide engineering services to the City;

AND WHEREAS, the City wishes to engage KLJ to provide engineering services related to the Tongue River 14" Water Main Crossing Project;

AND WHEREAS, KLJ has provided the City with a written agreement setting forth the duties and responsibilities of the parties


NOW THEREFORE BE IT RESOLVED by the City Council of Miles City, Montana, as follows:

1. The "Agreement To Furnish Engineering Services To City Of Miles City, Montana For Tongue River 14-Inch Water Main Crossing Project," attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this 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 bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement 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 DULY CALLED MEETING THIS 12th DAY OF AUGUST, 2014.


C.A. Grenz, Mayor

ATTEST:


Lorrie Pearce, City Clerk



**AGREEMENT TO FURNISH ENGINEERING SERVICES
to**

**CITY OF MILES CITY, MONTANA
for**

TONGUE RIVER 14-INCH WATER MAIN CROSSING PROJECT

This Contract is subject to arbitration pursuant to the
Uniform Arbitration Act, MCA Title 27, Chapter 5.

For the consideration hereinafter set forth, Kadrmas, Lee & Jackson, Inc. (hereinafter referred to as the Engineer) agrees to provide engineering and related services as described herein to CITY OF MILES CITY, MONTANA (hereinafter referred to as the Owner or the City) for a project generally described as follows (hereinafter the Project):

Tongue River 14-Inch Water Main Crossing Project. These services may include preliminary engineering, design engineering, bid phase services, construction phase services and construction observation.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to provide engineering and related services for the Owner's Project. Anticipated services include preliminary engineering, specifications, contract negotiation assistance, and engineering services during construction.

The services to be provided, and the compensation for such services, shall be as mutually agreed to. Attachment 1, which by this reference is made a part of this Contract, outlines the initial scope of services undertaken, subject to future Amendments. Each specific service provided by the Engineer is listed and the maximum amount that the City will pay for each of these services is shown in Attachment 2. Future Amendments will be executed by both parties. Unless otherwise indicated in future Amendments, execution of an Amendment by the Owner shall constitute notice to and authorization for the Engineer to proceed with the services enumerated in the Amendment.

ARTICLE 2. BASIS OF COMPENSATION

A. COMPENSATION

As a consideration for providing the services covered under this Agreement, the Owner shall pay the Engineer a lump sum fee or the Engineer's current salary cost, overhead, and direct costs, plus a fixed fee, whichever is appropriate, as described in Attachment 2 or future Amendments.

B. BUDGET

The budget for the Scope of Services as established in Attachment 2 and each Amendment shall be negotiated by the parties at the time each service is authorized.

C. CHANGE OF SCOPE

The Scope of Services and its related budget for each service shall be limited to the scope and budget so contained therein. Changes in the indicated Scope of Services shall be subject to renegotiation and shall be implemented by a formal amendment to this agreement.

D. BASIS OF COSTS

The budgets listed in Attachment 2 are based on salaries and expenses estimated for completing the work in the time frames indicated in the Attachment. Should the services scheduled be delayed because of circumstances beyond the control of the Engineer, the basis of payment will be renegotiated to provide for additional costs of service.

E. ADDITIONAL SERVICES

Additional services not specified in Article 1, but subsequently requested by the Owner, shall be included in an appropriate Amendment and shall be written for the additional services.

F. ALTERNATIVE DESIGNS

If the Owner directs that competitive bids be taken for construction of alternative designs where this involves the preparation of designs, drawings, and specifications for alternative facilities not previously agreed to, the compensation to the Engineer shall be on the basis of an additional payment to be mutually negotiated at the time the Owner directs that alternative designs, drawings, and specifications be prepared.

G. LITIGATION ASSISTANCE

Engineer will not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event Engineer is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Owner shall reimburse Engineer for its costs and compensate Engineer at its than standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

ARTICLE 3. PAYMENT FOR SERVICES

Payment to the Engineer, as prescribed in Article 2, shall be made as follows:

A. PAYMENT FOR SERVICES

Payment is due within 30 days after receipt of billing of the amount due for each service rendered.

B. INTEREST

If payment of the amounts due or any portion thereof is not made as prescribed above, interest on the unpaid balance will accrue at the rate of one percent (1%) per month and

become due and payable at the time said overdue payments are made, unless delay in payment is due to improper, contested, or inadequate billing procedures followed by the Engineer. In the event of disputed or contested billing, only that portion so contested shall be withheld, and the undisputed portion shall be paid in accordance with the payment provision outlined herein.

ARTICLE 4. OBLIGATIONS OF THE ENGINEER

A. AUTHORIZATION TO PROCEED

The Engineer will not begin work on any of the services listed in Article 1 until the Owner directs him to proceed. Authorization to proceed on work elements under this Agreement as to scope, cost, and time for completion shall be in the form of an Amendment as previously described.

B. EXISTING SITE CONDITIONS

The Engineer shall make reasonable inquiry and investigation to determine existing site conditions. Provided, however, Engineer does not guarantee or warrant existing site conditions and shall not be required to execute any document by which Engineer warrants or guarantees such conditions.

C. ROLE OF THE ENGINEER ON-SITE

If the Scope of Services provide for the Engineer to conduct on-site inspection, Engineer shall provide competent, trained personnel to provide such inspection. Engineer shall provide such inspection in a reasonably competent manner, with a duty to the Owner to reasonably require the contractors to construct the project in accordance with the project plans, with materials conforming to the project specifications, and in compliance with all Contract Documents and applicable laws and regulations. If the Scope of Services provides only for part-time inspection, the Engineer's duty hereunder will be based on what was observed or observable during the periods or the processes for which the Scope of Services provided for inspection. Unless the City designates to Engineer, in writing, otherwise, all inspection service is on a full-time basis.

The Engineer shall promptly notify the Contractor and Owner in writing of any work items observed which do not conform to the Contract Documents, and, if necessary or advisable to assure the quality of the project, immediately inform the Owner of the situation and require that the Contractor bring the work into conformity with the Contract Documents.

The duty of the Engineer hereunder, shall not relieve any contractor from its duty to construct the project in accordance with the project plans, with materials conforming to the project specifications, and in compliance with all applicable laws and regulations, and shall not create any duty of the Engineer to the contractors, the duty of inspection being a duty owed by the Engineer solely to the Owner.

Unless the Scope of Services specifically so provide, the Engineer shall not be responsible for assuring compliance by the contractors with safety precautions and programs incident to the contractors' work in progress.



Engineer shall not be responsible for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of the Engineer.

D. SELECTION OF ON-SITE REPRESENTATIVE

The Owner reserves the right to review and approve the qualifications of the Engineer's on-site representative personnel. The Owner may request to interview the Engineer's on-site representative personnel prior to giving final approval.

E. ON-SITE REPRESENTATIVE

The Engineer's on-site representative personnel will make all reasonable efforts to guard the Owner against defects and deficiencies in the work of the contractors and to determine if the provisions of the Contract Documents are being fulfilled. The on-site representative will:

1. Coordinate material testing requirements at the interval specified in the Contract Documents.
2. Verify that the material and/or equipment being installed matches the approved submittals.
3. Verify that the installation of equipment and/or materials appears to meet the requirements as shown in the Contract Documents.
4. Be present for, record events, and collect data during start-up of equipment and/or systems.
5. Interpret material testing results and reports from independent testing laboratories and/or manufacturer's reports.
6. Give prompt written notice to the Contractor and City of defective work, or work which does not conform to the Contract Documents.
7. Provide frequent written project status reports detailing the six items listed above, work schedules, and any concerns pertinent to the project.

F. OPINIONS OF PROBABLE CONSTRUCTION COSTS

Engineer's opinion of probable construction cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. It is the goal of the Engineer to provide accurate cost estimates based on past or similar projects and the Engineer's knowledge of construction. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable



construction cost prepared by Engineer. If Owner wishes greater assurance as to probable construction cost, Owner shall employ an independent cost estimator.

G. CONSTRUCTION PROGRESS PAYMENTS

The Engineer's recommendations to Owner for periodic construction progress payments shall be based upon Engineer's reasonable determination, based upon knowledge, information, selective sampling, and observation that the work has progressed to the point that such payment is required under the Contract Documents and that the work for which payment is recommended is in substantial compliance with the Contract Documents. Recommendation for partial payment will be made based on the Engineer's measured quantities and visual examination of the work. Such recommendations, however, shall not be deemed to represent that continuous, exhaustive, or detailed examinations or reviews of the work have been made by the Engineer to ascertain that the Contractor has completed the work in exact accordance with the Contract Documents nor that the final work will be acceptable in all respects. Recommendation of such payment does not infer that the Engineer has made an examination to ascertain how or for what purpose any construction Contractor has used the moneys paid on account of the Contract Price or that title to any of the work, materials, or equipment has passed to Owner free and clear of 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.

H. STANDARD OF CARE

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the State of Montana. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

I. RECORD DRAWINGS

Record drawings will be prepared, in part, on the basis of information compiled and furnished by others and are not intended to represent all detail. The exact location or type of various components will be located by GPS or similar method. The Engineer will not be responsible for any errors or omissions that have been incorporated into the record drawings through the negligence or faulty information of others.

J. CONFIDENTIAL INFORMATION

Although Engineer generally will not disclose without Owner's consent information provided by Owner or developed by Engineer in the course of its services and designated by Owner as confidential, Engineer shall not be liable for disclosing such information if it in good faith believes such disclosure is required by law or is necessary to protect the safety, health, property or welfare of the public. Engineer shall notify Owner of any such disclosure.



K. CONFLICT OF INTEREST

The Engineer covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the project which would conflict in any manner or degree with the performance of its services hereunder. The Engineer further covenants that, in performing this Contract, it will employ no person who has any such interest.

L. LIAISON

The City's designated liaison with the Engineer is Allen Kelm. The Engineer's designated liaison with the City is Doug Whitney.

M. REPORTS AND INFORMATION

The Engineer will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or its authorized representative, and will be retained for five years after the expiration of this Contract unless permission to destroy them is granted by the City.

N. ACCESS TO RECORDS

It is expressly understood that the Engineer's records relating to this Contract will be available during normal business hours for inspection by the City, by the agency or financial institution providing funding for the project, and, when required by law, the federal Office of the Inspector General, or Montana Legislative Auditor.

O. PRECONSTRUCTION CONFERENCE

After the construction contract(s) for the project contemplated by this Contract have been awarded, but before the start of construction, a conference will be held for the purpose of familiarizing the successful bidder with the federal and State requirements which apply to projects funded in whole or in part through any governmental agency. Additionally, discussions will take place on such matters as project supervision, coordination with city or county officials, on-site inspections, progress schedules and reports, payrolls, payments to contractors, contract change orders, insurance, safety and other items pertinent to the project. The Engineer may be responsible for conducting this conference.

P. INDEPENDENT CONTRACTOR

It is understood by the parties hereto that the Engineer is an independent contractor and as such neither it nor its employees, if any, are employees of the City for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to §39-71-401, MCA, the Engineer has obtained, and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder.

ARTICLE 5. OBLIGATIONS OF THE OWNER

A. AUTHORIZATION TO PROCEED

Authorize the Engineer to proceed prior to the Engineer starting work on any of the services listed in Article 1 by executing this Agreement and future Amendments.

B. OWNER'S REPRESENTATIVE

Designate a person to act as Owner's representative with respect to the services to be performed or furnished by Engineer under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Engineer's services for this Project.

C. PROJECT REQUIREMENTS

Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications.

D. OWNER-FURNISHED DATA

Provide to the Engineer all technical data in the Owner's possession, including previous reports, maps, surveys, borings, and all other information required by the Engineer and relating to the Engineer's work on the project. Such information shall include, but not be limited to, the Owner's requirements for the project, any design criteria or constraints, and copies of design and construction details or standards that Owner requires to be included. Engineer may rely upon the accuracy, time lines, and completeness of the information provided by the Owner in performing Engineer's services to the Owner.

E. ACCESS TO FACILITIES AND PROPERTY

Make its system facilities and properties available and accessible for inspection by the Engineer and provide labor and safety equipment as required by the Engineer and as authorized by Owner.

F. ADVERTISEMENTS, PERMITS, AND ACCESS

Pay all costs and be responsible for publishing advertisements for bids and for obtaining permits and licenses that may be required by local, state, or federal authorities and shall secure the necessary land, easements, and rights-of-way, and shall provide access as necessary for the Engineer to perform his services on public or private property as required, unless as otherwise specified herein.

G. TIMELY REVIEW

The Owner shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtain advice of an attorney,

insurance counselor, accountant, auditor, and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as to not delay the services of Engineer.

H. PROMPT NOTICE

The Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services or any defect in the work of the Engineer or Contractors.

ARTICLE 6. GENERAL LEGAL PROVISIONS

A. FORCE MAJEURE

Engineer shall not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, Act of God, act or omission of Owner or its contractors, failure of Owner or any government authority to timely review or to approve the services or to grant permits or approvals, or any other cause beyond Engineer's reasonable control, and Engineer's compensation shall be equitably adjusted to compensate it for any additional costs it incurs due to any such delay.

B. INDEMNIFICATION

The Engineer waives any and all claims and recourse against the City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the Engineer's performance of this contract except for liability arising out of concurrent or sole negligence of the City or its officers, agents or employees. Further, the Engineer will indemnify, hold harmless, and defend the City against any and all claims, demands, damages, costs, expenses or liability arising out of the Engineer's performance of this Contract except for liability arising out of the concurrent or sole negligence of the City or its officers, agents or employees.

C. NON DISCRIMINATION PROVISION

The Engineer hereby declares that 1) all hiring is done on the basis or merit and qualifications and 2) that there is no discrimination by the persons performing this contract on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

D. LEVEL OF ENGINEERING EFFORT

The Owner and Engineer recognize that established compensation schedules and cost guidelines, plus previous experience and estimates of work efforts, were used in negotiating the basis of compensation in this Agreement. The Owner and Engineer further recognize that it is cost-prohibitive to the Owner to expect or require an absence of construction Contract Change Orders because of Contract Document ambiguities, inconsistencies, and/or discrepancies on a project of this type. Said guidelines and estimates and resulting basis of compensation, therefore, reflect a generally recognized level of engineering effort and professional competence that represent a balance between

additional project costs directly attributable to said Change Orders and the necessary additional engineering changes to minimize or eliminate said Change Orders.

E. TERMINATION

(a) Termination for convenience of Owner

This Agreement may be terminated by the Owner for its convenience by giving 30 days written notice to the Engineer.

(b) Termination due to loss of funding

This Contract will terminate, in whole or in part, at the discretion of the City in the event that the grant funding for the project is reduced or terminated so as to prevent the City from paying the Engineer with grant funds. In this event, the City will give the Engineer advance written notice which sets forth the effective date of the termination and explain that the termination is due to a loss or reduction of the grant.

(c) Termination for cause

- (i) If the City determines that the Engineer has failed to comply with the terms and conditions of the Contract, it may terminate this Contract in whole or in part at any time before the date of completion. If the Engineer fails to comply with any of the terms and conditions of this Contract, the City may give notice, in writing, to the Engineer of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period to be specified in the notice, City may, with no further notice, declare this Contract to be terminated. The Engineer will thereafter be entitled to receive payment for those services reasonably performed to the date of termination less the amount of reasonable damages suffered by the City by reason of the Engineer's failure to comply with this Contract.
- (ii) Notwithstanding the above, the Engineer is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Engineer, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the exact amount of damages due the City from the Engineer are determined.

In the event of termination, the Engineer shall be paid in full for all work previously authorized and performed up to the termination date.

F. CONDITIONAL AGREEMENT

It is expressly understood by the parties hereto that this Contract is dependent and conditioned upon the receipt by the City of grant funds from governmental agencies and that in the event that said funds are not provided, the City incurs no responsibilities or liabilities under this Contract.



G. SUSPENSION, DELAY, OR INTERRUPTION OF WORK

The Owner may suspend, delay, or interrupt the work of the Engineer on the project for the convenience of the Owner or for reasons beyond the control of the Owner or Engineer.

In the event of such suspension, delay, or interruption, an adjustment in compensation due the Engineer shall be made for all increases in cost of the Engineer's performance under this Agreement, including personnel relocation and/or replacement costs, and all other identifiable labor and expense costs.

H. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

I. VENUE

In the event of litigation concerning this Agreement, venue shall be in the Sixteenth Judicial District in and for the County of Custer, Montana, and this Agreement shall be governed by the laws of the State of Montana both as to interpretation and performance.

ARTICLE 7. GENERAL PROVISIONS

A. ACCESS TO DOCUMENTS

It is expressly understood that the Engineer's records relating to this Agreement will be available during normal business hours for inspection by the Owner, or authorized representative of the above.

B. OWNERSHIP AND PUBLICATION OF MATERIALS.

All reports, information, data, and other materials prepared by the Engineer pursuant to this Contract are to be the property of the City and the agency or agencies providing grant funding for the project, which have exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Engineer. No material produced in whole or part under this Contract shall be subject to copyright or patent in the United States or in any other country without the prior written permission of the City and the agency or agencies providing grant funding for the project.

C. ELECTRONIC TRANSFER OF DOCUMENTS

The Engineer will furnish to the Owner, upon request, drawings in electronic media (disk) format. Copies of documents that may be relied upon by Owner are limited to the printed copies also known as hard copies that are signed and sealed by the Engineer. Plot files in electronic media format of text, data, graphics, or of other types that are furnished by



the Engineer to the Owner, are only for the convenience of the Owner and others. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60-days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by the Owner.

When transferring documents in electronic media format, Engineer makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Engineer at the beginning of this project.

D. DISPUTE RESOLUTION

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation by an independent party agreed to by the Owner and Engineer prior to either of them initiating against the other a demand for arbitration.

All disputes between Owner and Engineer not resolved by mediation will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing law of any court having jurisdiction.

Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

E. LEGAL FEES.

In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit or by alternative dispute resolution processes.



ARTICLE 8. DESCRIPTION AND SIGNATURES

A. AGREEMENT DESCRIPTION; PROHIBITION OF ASSIGNMENT OR SUBCONTRACTING

This Agreement (consisting of pages 1 to 12 inclusive; including Attachment 1, pages 1 to 3, inclusive; including Attachment 2, inclusive; constitute the entire Agreement between the Owner and the Engineer and supersedes all prior written or oral understandings. No statements, promises, or inducements made by either party, or agents of either party, which are not contained in this written Contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The Engineer may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the City. Any subcontract or assignee will be bound by the terms and conditions of this contract.

DATED this 20th day of AUGUST, 2014.

MINOT, MONTANA

By: Chris Grenz
Chris Grenz, Mayor

Kadmas, Lee & Jackson, Inc.

By: Carl Jackson
Carl Jackson, Office Manager



**ATTACHMENT 1
SCOPE OF SERVICES**

**KADRMAS, LEE & JACKSON, INC.
TONGUE RIVER 14-INCH WATER MAIN CROSSING PROJECT**

PROJECT DESCRIPTION

The project consists of replacing the 14-inch water main crossing the Tongue River along Pleasant Street. This will include an investigation into possible upsizing of the existing 14-inch water main.

SERVICES TO BE PERFORMED

The Engineer will provide the following design phase and construction phase services.

A. Design Phase Services:

1. The Engineer will not provide any geotechnical investigation for this project. The Engineer will relay on information supplied by the City.
2. The Engineer will provide topographic survey for the design of the water main replacement. No legal survey is included.
3. The Engineer will develop base sheet drawing of the site based on the survey.
4. The Engineer will prepare the 310 Permit application, the MT-FWP SPA 124 Permit application and Navigable Rivers Land Use License or Easement as needed. The Owner will be responsible for any permit fees.
5. The Engineer will develop bid documents, contract requirements and technical specifications for the project.
6. The Engineer will develop 11 x 17-inch Construction Plans for the project.
7. The Engineer will develop a Project Manual based on the MPWSS and EJCDC format that will include the bid documents, contract requirements, technical specifications and construction plans.
8. The Engineer will provide the Owner with three Project Manuals for review.
9. The Engineer will finalize the Project Manual.
10. The Engineer will submit the Project Manual to the MDEQ for construction approval. The Owner will be responsible for any MDEQ review fee. No MDEQ Design Report or other MDEQ documentation is included in this scope.



11. The Engineer will assist the City in Advertising. The City will be responsible for the cost of Advertising.
12. The Engineer will distribute the Project Manuals and maintain a Plan Holders List.
13. The Engineer will conduct a Pre-Bid Conference.
14. The Engineer will prepare and issue an addendum summarizing the pre-bid conference and any other questions that arise during the bidding process.
15. The Engineer will attend the Bid Opening.
16. The Engineer will review the bids and make a Recommendation of Award.
17. The Engineer will coordinate the execution of the contract between the Owner and the Contractor.

B. Construction Phase Services:

1. The Engineer will conduct a pre-construction conference.
2. The Engineer will provide horizontal and vertical control staking for the project.
3. The Engineer will provide construction administration. Construction administration will include:
 - Review of submittals
 - Review of pay requests
 - Review of Change Order requests
 - Review of claims
4. The Engineer will provide up to two site visits during the construction phase of the project.
5. The Engineer will provide a part time Resident Project Representative (RPR) for the project up to a maximum of 116 hours, as needed/required by the project, including travel time.
6. The Engineer will conduct a substantial completion and a final completion walk through.
7. The Engineer will assist the Owner in project close-out.
8. At the completion of the work, the Engineer will prepare record drawings and provide the Owner with three sets of 11x17 paper copies and submit to the MDEQ. The Engineer will rely on the Contractor's red line mark-ups and field observations to develop the record drawings.



**ATTACHMENT 2
ENGINEERING FEES**

**KADRMAS, LEE & JACKSON, INC.
TONGUE RIVER 14-INCH WATER MAIN CROSSING PROJECT**

ENGINEERING FEES:

The Engineer will provide the services described in Attachment 1, for a lump sum fee of \$82,522.75. The Engineer will invoice the Owner monthly, based on the percent of work completed.

For book keeping only, this total lump sum fee broken down as follows:

Design Phase Services	\$45,397.75
Construction Phase Services	<u>\$37,125.00</u>
	\$82,522.75

Note: The Engineer may alter the distribution of the compensation between the individual phases of the work, but shall not exceed the total lump sum amount unless approved in writing by the Owner.