

RESOLUTION NO. 3934

A RESOLUTION APPROVING A MISCELLANEOUS PROFESSIONAL SERVICES AGREEMENT WITH KADRMAS, LEE & JACKSON, INC., FOR ON-CALL SERVICES RELATED TO THE CUSTER COUNTY MILES CITY FLOOD PROTECTION PROJECT.

WHEREAS, the City of Miles City requires services related to the Custer County Miles City Flood Projection Project, and wishes to engage Kadrmas, Lee & Jackson, Inc. (KLJ), a City of Miles City retained engineering firm, for assistance.

AND WHEREAS, KLJ has agreed to provide such services pursuant to the terms of a certain Miscellaneous Professional Services Agreement;

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

1. The Miscellaneous Professional Services Agreement between the City and KLJ for on-call engineering services related to the Custer County Miles City Flood Protection Project, as set forth in Exhibit "A", attached hereto 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.
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.

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 THIS 28th DAY OF JUNE, 2016.



John Hollowell, Mayor

ATTEST:



Lorrie Pearce, City Clerk

**MISCELLANEOUS PROFESSIONAL
SERVICES AGREEMENT**

KLJ

KLJ PROJECT #: 2416113

EFFECTIVE DATE: July 1, 2016

CLIENT INFORMATION:

Name: City of Miles City, Montana
Billing Address: 17 South 8th Street, PO Box 910
City: Miles City State: MT Zip Code: 59301
Contact Person: Samantha Malenovsky
Cell #: Business #: 406-234-3493

PROJECT DESCRIPTION: Program Management Services for Flood Control Project

DETAILED DESCRIPTION OF SERVICES: KLJ will provide on-call Program Management services for the Custer County Miles City (CCMC) flood protection project (Project). Program Management services will consist of assisting CCMC throughout upcoming Project phases including planning, due diligence, budget assistance, agency coordination, public relations, steering committee participation and other on-call services upon request.

PROJECT LOCATION:

City: Miles City, County: Custer, State: MT

ESTIMATED COMPLETION DATE OF SERVICES: June 30, 2017

CLIENT DESIRES SERVICES COMPLETED BY (Date): June 30, 2017

ESTIMATED FEES FOR SERVICES: \$48,000.00 Lump Sum Hourly Rates Plus Expenses

SPECIAL CONDITIONS TO BE CONSIDERED: KLJ's fee for Program Management will be invoiced on an hourly rate based on time billed directly to the project, not to exceed \$4,000 per month without written approval. The estimated fee amount is based on Program Management services commencing on July 1, 2016 and continuing through June 30, 2017.

OTHER ITEMS:

TERMS AND CONDITIONS

- 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 1/2% per month. If payment is based upon Hourly Rates plus Expenses it will be an amount equal to KLJ's 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, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the KLJ's negligent performance of professional services under this Agreement and that of its consultants or anyone for whom KLJ is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the 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 the 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 under the above terms and conditions set forth.

Client: City of Miles City, Montana

Signature:

[Handwritten Signature]

Date:

7-6-16

Printed Name:

John Holdswell

Title:

KLJ-CEO

Kadrmas, Lee & Jackson, Inc. (KLJ)

Signature:

[Handwritten Signature]

Date:

8/22/16

Printed Name:

Carl Jackson

Title:

Office Manager