

RESOLUTION NO. 4175

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AMENDMENT TO TASK ORDER WITH KADRMAS, LEE & JACKSON, INC. RELATED TO THE DARLING ADDITION STREET AND UTILITIES REHABILITATION PROJECT.

WHEREAS, The City of Miles City has retained the engineering services of Kadrmas, Lee & Jackson, Inc. (KLJ) to provide engineering services to the City the Darling Addition Street and Utilities Rehabilitation Project;


AND WHEREAS, the City wishes to amend the previously approved Task Order in said project;

AND WHEREAS, KLJ has provided the City with a written agreement setting forth the duties and responsibilities of the parties, entitled "Amendment No. One (1) to Task Order;"

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

1. "Amendment No. One (1) to Task Order," 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 document 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 DULY CALLED MEETING THIS 24TH DAY OF JULY, 2018.



John Hollowell, Mayor

ATTEST:



Lorrie Pearce, City Clerk

Amendment No. One (1) to Task Order

1. Background Data

- A. Effective Date of Task Order: December 26, 2017
- B. Owner: City of Miles City, Montana
- C. Engineer: Kadrmas, Lee & Jackson, Inc.
- D. Specific Project (title): Darling Addition Street and Utilities Rehabilitation
- E. Specific Project: Per original Task Order, modified as described herein

2. Description of Modifications

- A. Engineer shall perform the following Additional Services:
As Described in Exhibit A to Amendment 1
- B. The responsibilities of Owner with respect to the Task Order are modified as follows:
As Described in Exhibit A to Amendment 1
- C. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

\$186,100.00
- D. The schedule for rendering services under this Agreement is modified as follows:

Engineer's services and compensation included in this Amendment are based on the premise that design and construction will be complete in 2018 without a winter shutdown.
- E. Other portions of the Task Order (including previous amendments, if any) are modified as follows:

3. Attachments

- A. Exhibit A to Amendment 1 (11 pages)
- B. Phase 1 Scope Exhibit (1 page, revised July 11, 2018)

4. Task Order Summary (Reference only)

A. Original Task Order amount:	\$ 152,800.00
B. Net change for prior amendments:	\$ 0
C. This amendment amount:	\$ 186,100.00
D. Adjusted Task Order amount:	\$ 338,900.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is 7-24-18.

OWNER: City of Miles City

By: _____



Title: _____

MAYOR

Date

Signed: _____

7-24-18

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: _____



Title: _____

Vice President

Date

Signed: _____

6/27/2018

Exhibit A to Amendment No. 1
Engineer's Services
KU Task Order – Darling Addition Street and Utilities Rehabilitation

The Task Order is supplemented to include the following. Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Project Scope and Location (Phase 1)

- A. Phase 1 of the project as defined in the original Task Order will include water main, storm drain and intersection accessibility ramps in locations indicated on the attached Phase 1 Scope Exhibit and as described below. Engineer's services and compensation included in this Amendment are based on the premise that design and construction will be complete in 2018 without a winter shutdown.
 - 1. Water Main Replacement Extents:
 - a. Stower St. from Custer Ave. to Strevell Ave.
 - b. Strevell Ave. from Stower St. to approximately 100 feet north of Brisbin St.
 - 2. Storm Drain Replacement Extents:
 - a. Intersections of Stower St. with Custer Ave. and Jordan Ave.
 - b. Stower St. from Merriam Ave. to Strevell Ave., including intersections.
 - 3. Accessibility ramps at four intersections

A1.02 Preliminary Design and Report Phase (Phase 1)

- A. Preliminary Design Phase services provided by Engineer are supplemented to include MDT coordination as required to obtain approvals for construction on MDT Urban Routes.

A1.03 Topographic Survey Phase(Phase 1)

- A. Topographic Survey Phase services are supplemented to include the surveying and base map preparation for the portion of Strevell Ave. from Stower St. to approximately 100 feet north of Brisbin St.

A1.04 Design Phase (Phase 1)

- A. Owner Shall:
 - 1. Promptly review design submittal from Engineer.
 - 2. Provide payment for MDT and DEQ application review fees.
- B. After receiving Owner's authorization to proceed, Engineer shall prepare drawings and specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Engineer's services below include an anticipated preliminary design

submittal for Owner's review and comment, followed immediately by final design and bid document preparation.

1. **Private Utilities:** Coordinate with private utilities to identify potential utility conflicts with proposed improvements and to relay relocation requirements to utility owners as applicable. Scope includes facilitating one utility coordination meeting and submitting design drawings with notifications to each utility at 50% and 100% design completion.
2. **Water Distribution:** Design water main replacement including water services from the water main to the curb stop. Evaluate requirements for temporary water supply and incorporate in Contract Documents. Services include submitting necessary DEQ permit applications on behalf of Owner.
3. **Storm Drain System:** Design storm drain piping and new inlet configuration for each intersection. The intent of the design is to simplify the existing system by replacing existing multi-inlet and catch basin systems at each curb return, with single inlets, if feasible. Scope is based on replacing 12-inch mains with 18-inch mains.
4. **Pedestrian Accessibility Ramps:** Design new ADA compliant accessibility ramps at each intersection.
5. **Construction Traffic Control:** Provide construction traffic control plans and specifications to accommodate local traffic and property access.
6. **Pavement restoration:** all streets disturbed by Phase 1 are existing Portland cement concrete (PCC) pavement, and Engineer's scope will be to specify PCC pavement patching only in the utility trenches disturbed by construction. The Strevell Avenue pavement patching south of Stower Street will be temporary, as the Owner intends to re-pave that particular block full-width in a subsequent phase.
7. **Detail Drawings:** Provide detail drawings of utilities, intersections, trench pavement restoration and other supplemental design information required for construction.
8. **Construction Documents:** Prepare construction drawings and construction contract documents (project manual) for all improvements identified herein. Submit said documents to Owner for review at 90-percent completion. Revise documents one time based on Owner's review comments.
9. **Engineer's Opinion of Probable Cost (EOC):** Provide Owner a preliminary EOC prior to design; updated EOCs to be submitted to Owner at 90% and 100% design completions.
10. **Meetings and Status Reports:** Facilitate bi-weekly conference calls with Owner to provide a project status update and answer any questions that may arise. Provide weekly email status reports. Attend up to three (3) unscheduled site visits or meetings to discuss design and Owner's review comments.
11. **Permits:** Prepare submittal package to MT DEQ to seek design approval and permits for reconstruction of water and sanitary sewer mains.

A1.05 *Bidding or Negotiating Phase (Phase 1)*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids for the Work and 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. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
5. 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.
6. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

A1.06 *Construction Phase (Phase 1)*

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.
 - a. Provide construction observations as necessary to ensure Contractor complies with contract documents. This includes full time construction observation for:
 - 1) Underground utility work, including new water mains and services and new storm drain pipe and storm drain structures
 - 2) Placement of concrete or asphalt for surface restoration
 - b. Part time observation will be provided during:
 - 1) Demolition work
 - 2) Forming for concrete work
 - 3) Re-placement, grading and compaction of road base
 - 4) Clean-up and other minor construction tasks
 - c. Construction observation includes maintaining a diary of construction activities, observations, and material quantities, taking construction photographs, communicating project issues with the Contractor and Engineer and assisting the Contractor by providing clarifications to design and construction requirements as needed.
 - d. It is expected 400 hours of on-site RPR time will be sufficient to provide necessary construction observation through substantial completion. 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.
3. *Neighborhood Meeting:* Engineer will attend and assist in one (1) neighborhood meeting. The meeting will primarily be informative to the public prior to beginning construction. Engineer will provide exhibits and/or preliminary drawings to assist with the discussion as needed. Preparation of 3-D renderings or similar artistic graphical displays is not included. Owner will send notifications for meeting invitations.
4. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the quality assurance testing, if needed.
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 six (6). 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. Water main, services and hydrants – stake water main, hydrants and appurtenances. (2 days)
 - c. Storm drain manholes, inlets and storm drain pipes at 50-foot intervals for pipes longer than 200-feet (2 days)
 - d. Center of accessibility ramps (1 day)
10. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make up to five (5) 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. 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.2 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.17. 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 in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) 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 (Phase 1)*

- 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.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

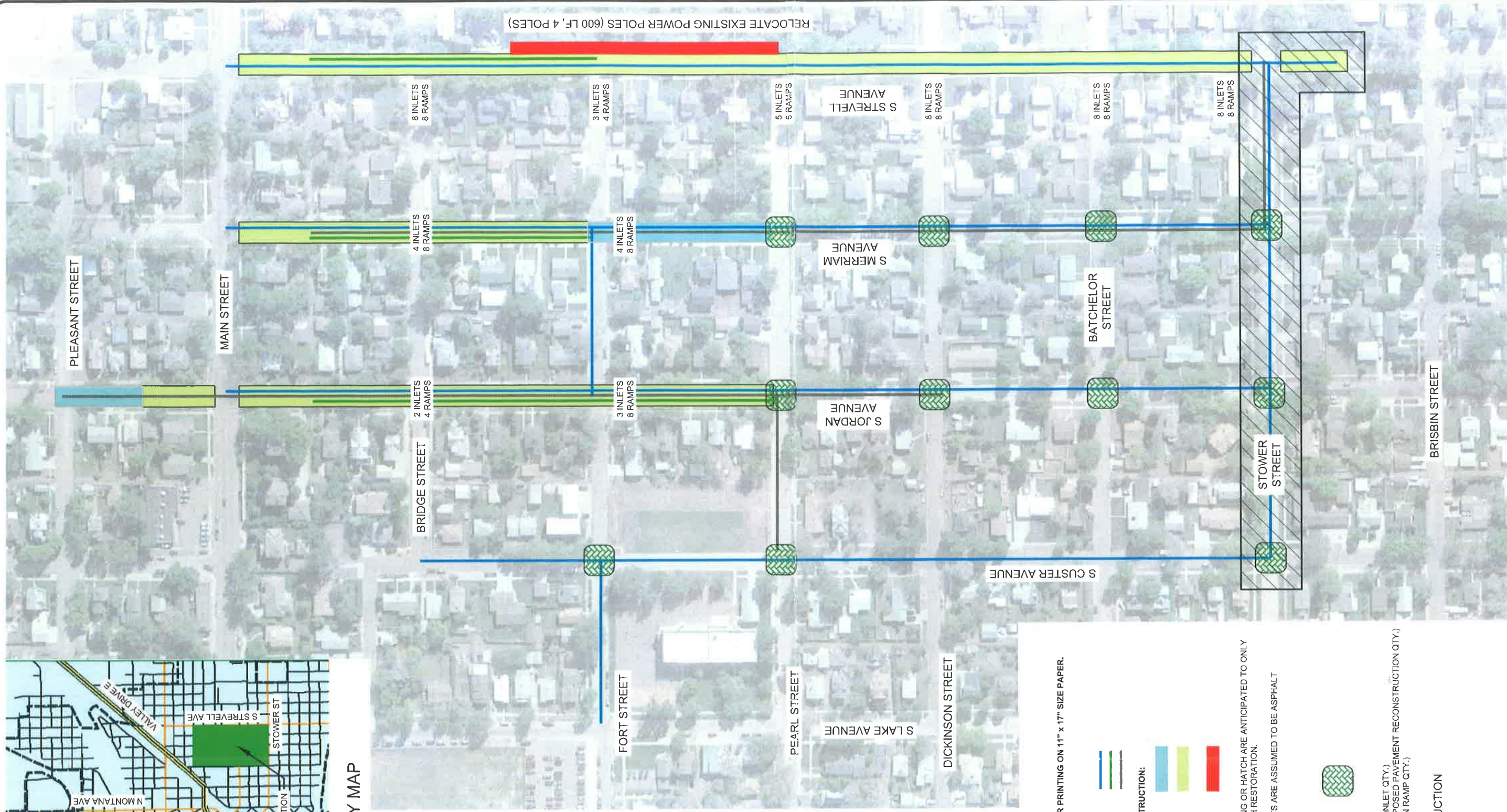
- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others, Additional Services of the types listed below.
 - 1. All Additional Services defined in Part 2 of the original Task Order, unless otherwise modified by this Amendment.
 - 2. Survey, design and construction services not identified above, including but not limited to:
 - a. Right-of-way or permanent easement acquisition
 - b. Boundary surveying or resetting lost or destroyed survey monuments after construction
 - c. Design of streets, sidewalks, approaches, etc.
 - d. Sanitary Sewer
 - e. Private utility design (power, gas, phone, etc.)
 - f. Preparing stormwater hydrology and hydraulic analysis
 - g. Design retaining walls or lot grading
 - h. Design of landscaping and irrigations system
 - i. Design of street lights
 - 3. Services required as a result of Owner's providing incomplete or incorrect specific Project information to Engineer
- 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 as 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. Services in connection with Work Change Directives and Change Orders to reflect additional design or construction review requested by Owner.
 - 2. 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.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
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 that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.



VICINITY MAP



RELOCATE EXISTING POWER POLES (600 LF, 4 POLES)

LEGEND:

THIS DRAWING IS INTENDED FOR PRINTING ON 11" x 17" SIZE PAPER.

UTILITY REHABILITATION:

- WATER
- SANITARY SEWER
- STORM DRAIN

STREET REHABILITATION/CONSTRUCTION:

- REMOVE ASPHALT
- REMOVE CONCRETE
- REMOVE BOULEVARD & WIDEN FOR PARALLEL PARKING

STREETS WITH NO SHADING OR HATCH ARE ANTICIPATED TO ONLY REQUIRE UTILITY TRENCH RESTORATION.

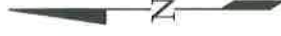
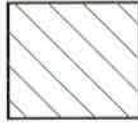
RECONSTRUCTED STREETS ARE ASSUMED TO BE ASPHALT PAVEMENT.

INTERSECTIONS:

- RECONSTRUCT INTERSECTION PAVEMENTS & ADA RAMPS

- INLETS (PROPOSED INLET QTY.)
- SY PAVEMENT (PROPOSED PAVEMENT RECONSTRUCTION QTY.)
- RAMPS (PEDESTRIAN RAMP QTY.)

PHASE 1 CONSTRUCTION



DARLING ADDITION REHABILITATION

MILES CITY, MT

PHASE 1 SCOPE EXHIBIT (REVISED 7-11-2018)

DESIGNED	MJC
REVIEWED	CCJ
PROJECT NUMBER	24115121
DATE	06/2018



© KLJ 2018