

RESOLUTION NO. 4240

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. Two (2) to Task Order;"

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

1. "Amendment No. Two (2) 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 12TH DAY OF MARCH, 2019.



John Hollowell, Mayor

ATTEST:



Lorrie Pearce, City Clerk

Amendment No. Two (2) 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 Agreement, modified with this Amendment to include Strevell Avenue from Main Street to Stower Street

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 thin Amendment are 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:

\$394,200.00
- 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 completed in 2019 without a winter shutdown.
- E. Other portions of the Task Order (including previous amendments, if any) are modified as follows: (none)

3. Attachments

- A. Exhibit A to Amendment 2 (4 pages)

4. Agreement Summary (Reference only)

A. Original Task Order amount:	\$ 152,800.00
B. Net change for prior amendments:	\$ 186,100.00
C. This amendment amount:	\$ 394,200.00
D. Adjusted Task Order amount:	\$ 733,100.00

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

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is 3/12/2019.

OWNER: City of Miles City

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: 

By: 

Name: John Holloway

Name: Mark Anderson

Title: Mayor

Title: Vice President, EPW

Date Signed: 3-12-19

Date Signed: 3/29/2019

Exhibit A to Amendment No. 2
Engineer's Services
KLJ 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 2)

- A. The Phase 2 project scope is supplemented to include water, sanitary sewer, storm drain and road reconstruction in Strevell Avenue from Stower Street to Main Street. The scope also includes sidewalk on the north side of Pearl Street (Strevell to Merriam) and new water main within Pearl Street from Strevell to approximately 300' east.

A1.02 Preliminary Design and Report Phase (Phase 2)

- A. Preliminary Design Phase services provided by Engineer and Owner's responsibilities described in original Task Order shall be extended to include the area Phase 2.
- B. Number of Geotechnical borings completed under Section A1.02.B.3.a is increased to 14.

A1.03 Topographic Survey Phase (Phase 2)

- A. Topographic Survey Phase services and Owner's responsibilities are extended to include area of Phase 2, including survey required to design sidewalk on the north side of Pearl Street (Strevell to Merriam) and to design water main within Pearl Street from Strevell to approximately 300' east.

A1.04 Design Phase (Phase 2)

- A. The Design Phase services provided by Engineer and Additional Owner's responsibilities described below will be provided for Phase 2.
- B. Owner Shall:
 - 1. Promptly review design submittals from Engineer.
 - 2. Provide payment for MT DEQ application review fees.
- C. 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 owner's 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. Design water main within Pearl Street from Strevell to approximately 300' east. Evaluate requirements for temporary water supply and incorporate in Contract Documents. Services include submitting necessary DEQ permit applications on behalf of Owner.
3. Sanitary Sewer: Design sanitary sewer replacement from the intersection of Strevell Avenue and Fort Street, to the alley between Main Street and Bridge Street, including sewer services. Design sanitary sewer manhole replacement in Wibaux Park between two existing manholes.
4. 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 does not include replacing storm drain pipes in side streets beyond Strevell intersections. New pipe sizes will be based on maximum sizes feasible given downstream limitation from existing pipe sizing. No hydrology or hydraulic analysis will be completed.
5. Pedestrian Accessibility Ramps: Design new ADA compliant accessibility ramps at each intersection.
6. Construction Traffic Control: Provide construction traffic control plans and specifications to accommodate local traffic and property access.
7. New Pavement: Design new asphalt pavement and curb and gutter, from Stower Street to Main Street. New section geometry is to match existing section, with addition of pavement widening along Wibaux Park. Scope includes intersection up to the end of curb returns on the side streets but does not include side street improvements beyond that. Pavement design will include re-patching of temporary pavement sections being constructed with Phase 1 improvements.
8. Landscape Design: Provide plans and specifications for replacing trees and sprinkler heads along west edge of Wibaux Park. Designing new irrigation system layout is not included.
9. Detailed Drawings: Provide detail drawings of utilities, storm drain and road improvements to be constructed with Phase 2.
10. 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.
11. 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.

12. 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.
13. 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 2)

- A. Bidding or Negotiating Phase services, as described in Part A1.05 of Contract Amendment 1, for Phase 1 improvements, is extended to include Phase 2 improvements.

A1.06 Construction Phase (Phase 2)

- A. Construction Phase services, as described in Part A1.06 of Contract Amendment 1, for Phase 1 improvements, is extended to include Phase 2 improvements, with the following modifications:
 1. Resident Project Representative (RPR) Services are provided to include a maximum of 710 hours of construction observation, including travel time. This is based on an estimated 12 weeks full-time on site and 2 weeks part-time.
 2. Construction Administrative Services are based on a 14-week construction duration to achieve substantial completion.
 3. *Construction Staking for Phase 2 will be provided as follows:*
 - a. Scope includes up to twelve (12) survey crew mobilizations for construction staking. 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:
 - 1) 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.
 - 2) Demolition limits at tie-in locations to existing curbs, gutters, sidewalks and asphalt
 - 3) Water services, valves, elbows, hydrants and main at 100-foot intervals for pipes longer than 200-feet
 - 4) Sanitary manholes and main at 100-foot intervals for pipes longer than 200-feet.
 - 5) Storm drain manholes, inlets and storm drain pipes at 100-foot intervals for pipes longer than 200-feet
 - 6) Curb and Gutter at PTs, PCs, and 50-foot intervals
 - 7) Radius points of curb returns
 - 8) Accessibility ramps
 - 9) Bluetop (grade) staking for subgrade and base gravel
 - 10) Signs

A1.07 *Post-Construction Phase (Phase 2)*

- A. Post Construction Phase services, as described in Part A1.07 of Contract Amendment 1, for Phase 1 improvements, is extended to include Phase 2 improvements.

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 A2.01.A of the original contract and subsequent amendments unless otherwise modified by this Amendment 2.
- 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. All Additional Services defined in Part A2.01.B of the original contract and subsequent amendments unless otherwise modified by this Amendment 2.