

RESOLUTION NO. 4296

A RESOLUTION APPROVING AN AMENDMENT TO TASK ORDER WITH KADRMAS, LEE & JACKSON, INC. FOR SERVICES RELATED TO THE DARLING ADDITION STREET AND UTILITIES REHABILITATION PROJECT.

WHEREAS, The City of Miles City and Kadrmas, Lee & Jackson, Inc., have entered into an agreement for engineering services related to certain street and utilities improvements known as the Darling Addition Street and Utilities Rehabilitation Project;


AND WHEREAS, the parties desire to approve an Amendment to Task Order to include portions of Merriam, Dickinson, Pearl, and Fort Streets within said project;

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

1. "Amendment No. Three (3) to Task Order" between the City and Kadrmas, Lee & Jackson, Inc., 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 NOVEMBER, 2019.



John Hollowell, Mayor

ATTEST:



Lorrie Pearce, City Clerk

Amendment No. Three (3) 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 Merriam Avenue from Stower Street to Main Street; and Dickinson Street, Pearl Street and Fort Street, from Merriam Avenue to Strevell Avenue

2. Description of Modifications

- A. Engineer shall perform the following Additional Services:
As Described in Exhibit A to Amendment 3
- B. The responsibilities of Owner with respect to thin Amendment are as follows:
As Described in Exhibit A to Amendment 3
- C. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

\$160,000.00
- 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 will be completed by April 2020.
- E. Other portions of the Task Order (including previous amendments, if any) are modified as follows: (none)

3. Attachments

- A. Exhibit A to Amendment no. 3 (3 pages)

4. Agreement Summary (Reference only)

A. Original Task Order amount:	\$ 152,800.00
B. Net change for prior amendments:	\$ 580,300.00
C. This amendment amount:	\$ 160,000.00
D. Adjusted Task Order amount:	\$ 740,300.00

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 11-12-19.

OWNER: City of Miles City

ENGINEER: Kadrmas, Lee & Jackson, Inc.

By: 

By: _____

Name: John Hollowell

Name: _____

Title: Mayor

Title: _____

Date

Date

Signed: 11-15-19

Signed: _____

4. Agreement Summary (Reference only)

A. Original Task Order amount:	\$ 152,800.00
B. Net change for prior amendments:	\$ 580,300.00
C. This amendment amount:	\$ 160,000.00
D. Adjusted Task Order amount:	\$ 740,300.00 \$ 893,100 <i>JA</i>

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 11-12-19.

OWNER: City of Miles City

ENGINEER: Kadrnas, Lee & Jackson, Inc.

By: *[Signature]*

By: *[Signature]*

Name: JOHN HOLLOWAY

Name: Mark Anderson

Title: Mayor

Title: Vice President, EPW

Date Signed: 11-15-19

Date Signed: 11/18/2019

**Exhibit A to Amendment No. 3
Engineer's Services
KJ 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 3)*

- A. The Phase 3 project scope is supplemented to include the following locations (Subject adjustment during the preliminary design phase):
 - 1. Road reconstruction in Merriam Avenue from Stower Street to Main Street
 - 2. Water main reconstruction at the following locations:
 - a. In Merriam Avenue from Stower Street to Main Street
 - b. In Batchelor Street from Merriam Avenue to Strevell Avenue
 - c. In Dickinson Street from Merriam Avenue to Strevell Avenue
 - d. In Pearl Street from Merriam Avenue to Strevell Avenue
 - e. In Fort Street from Merriam Avenue to Strevell Avenue
 - 3. Sanitary sewer reconstruction at the following locations
 - a. in Merriam Avenue from Fort Street to the alley between Bridge Street and Main Street
 - b. In Fort Street from Merriam Avenue to Strevell Avenue
 - 4. Stormdrain reconstruction at the following locations:
 - a. In Merriam Avenue from Stower Street to Main Street
 - b. In Batchelor Street from Merriam Avenue to Strevell Avenue
 - c. In Dickinson Street from Merriam Avenue to Strevell Avenue
 - d. In Pearl Street from Merriam Avenue to Strevell Avenue
 - e. In Fort Street from Merriam Avenue to Strevell Avenue

A1.02 *Preliminary Design and Report Phase (Phase 3)*

- A. Engineer Shall:
 - 1. Prepare an itemized block-by-block updated Engineer's Opinion of Probable Cost (EOC) for each new area of construction added to the project with this scope amendment.

2. Meet with Owner to discuss EOC and confirm construction limits; receive Owner's comments and direction for any changes to the project scope.
 3. Adjust preliminary opinion of cost to reflect modification directed by Owner and submit updated EOC to Owner.
- B. The Preliminary Design and Report Phase will be considered complete on the date that the updated Opinion of Probable Cost based on Owner's comments is delivered to Owner.

A1.03 Topographic Survey Phase (Phase 3)

- A. The Topographic Survey Phase scope is extended to include area of Phase 3 not previously surveyed with the Phase 1 and Phase 2 scope.

A1.04 Design Phase (Phase 3)

- A. The Design Phase scope is extended to include Phase 3 improvements.

A1.05 Bidding or Negotiating Phase – Unchanged with Amendment 3

- A. Bidding or Negotiating Phase Services are not extended to include Phase 3 areas with Amendment 3. A supplemental proposal will be provided after funding capacity for the project is known.

A1.06 Construction Phase – Unchanged with Amendment 3

- A. Construction Phase Services are not extended to include Phase 3 areas with Amendment 3. A supplemental proposal will be provided after funding capacity for the project is known.

A1.07 Post-Construction Phase – Unchanged with Amendment 3

- A. Post-Construction Phase Services are not extended to include Phase 3 areas with Amendment 3. A supplemental proposal will be provided after funding capacity for the project is known.

A1.08 Grant Application Phase

- A. Engineer will assist Southeastern Montana Development Corporation (SEMDC) in preparation of one grant application to the Montana Department of Commerce Community Development Division under the Delivering Local Assistance Program (DLA Grant). SEMDC will primarily be responsible for preparation of the application package. The DLA grant is being requested for construction of the improvements designed in this scope. Engineer will work with Owner to obtain necessary information for grant application. Engineer will provide an assessment to support the need for the project as well as cost estimates, budget information and an implementation schedule.

PART 2 – ADDITIONAL SERVICES

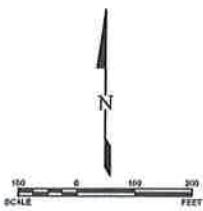
A2.01 *Additional Services Requiring Owner's Written Authorization*

- 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 3.**

- 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 3.**



MILES CITY, MT
VICINITY MAP



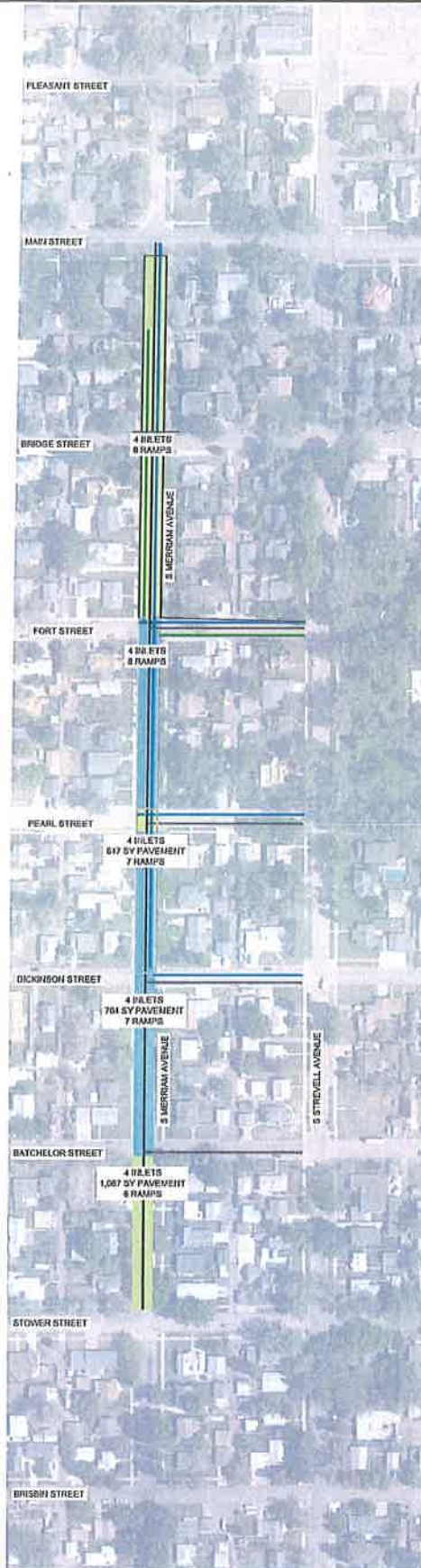
LEGEND:

UTILITY REHABILITATION:

- SANITARY BEWER
- STORM DRAIN
- WATER

STREET REHABILITATION/CONSTRUCTION:

- REMOVE ASPHALT
- REMOVE CONCRETE
- STREETS WITH NO SHADING OR HATCH ARE ANTICIPATED TO ONLY REQUIRE UTILITY TRENCH RESTORATION.
- RECONSTRUCTED STREETS ARE ASSUMED TO BE ASPHALT PAVEMENT.



DARLING ADDITION REHABILITATION

ATTACHMENT 1 TO EXHIBIT A
MILES CITY, MT

PHASE 3 IMPROVEMENTS

DATE: 10/07/2019
 DRAWN BY: REW
 CHECKED BY: TC
 PROJECT NUMBER: 2416112
 CITY: MILES CITY, MT

