

RESOLUTION NO. 4318

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AMENDMENT TO TASK ORDER (No. 4) 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 Kadrmass, Lee & Jackson, Inc. (KLJ) to provide engineering services to the City the Darling Addition Street and Utilities Rehabilitation Project;

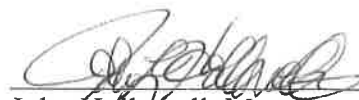
AND WHEREAS, the City wishes to amend the previously approved Task Order in said project;

AND WHEREAS, KLJ has provided the City with a written agreement setting forth the duties and responsibilities of the parties, entitled "Amendment No. Four (4) to Task Order;"

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

1. "Amendment No. Four (4) 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 14TH DAY OF APRIL, 2020.



John Hollowell, Mayor

ATTEST:



Lorrie Pearce, City Clerk

Amendment No. Four (4) 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 construction engineering 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 4
- B. The responsibilities of Owner with respect to thin Amendment are as follows:
As Described in Exhibit A to Amendment 4
- C. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

\$ 297,500.00
- 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 January 1, 2021.
- 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. 4 (3 pages)

4. Agreement Summary (Reference only)


A. Original Task Order amount:	\$ 152,800.00
B. Net change for prior amendments:	\$ 740,300.00
C. This amendment amount:	\$ 297,500.00
D. Adjusted Task Order amount:	\$ 1,190,600.00

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 4-14-2020.

Engineer: Kadmas, Lee & Jackson
OWNER: City of Miles City

Owner: City of Miles City
ENGINEER: Kadmas, Lee & Jackson, Inc.

By: 
Name: Mark Anderson
Title: Vice President, EPW
Date Signed: 4/28/2020


By: 
Name: Tom Howdell
Title: Mayor
Date Signed: 4-14-20

Exhibit A to Amendment No. 4
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 3)- Unchanged with Amendment 4*

A. Project Scope and Location are not changed with Amendment 4.

A1.02 *Preliminary Design and Report Phase (Phase 3)- Unchanged with Amendment 4*

A. Preliminary Design and Report are not changed with Amendment 4.

A1.03 *Topographic Survey Phase (Phase 3)- Unchanged with Amendment 4*

A. Project Scope and Location are not changed with Amendment 4.

A1.04 *Design Phase (Phase 3)- Unchanged with Amendment 4*

A. Design Phase is not changed with Amendment 4.

A1.05 *Bidding or Negotiating Phase (Phase 3)*

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 3)*

- 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:
- B. Resident Project Representative (RPR) Services are provided to include a maximum of 1320 hours of construction observation, including travel time. This is based on an estimated 20 weeks full-time on site.
- C. Construction Administrative Services are based on a 20-week construction duration to achieve substantial completion.
- D. Construction Staking for Phase 3 will be provided as follows:
 1. Scope includes up to fourteen (14) 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:
 - 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. Demolition limits at tie-in locations to existing curbs, gutters, sidewalks and asphalt
 - c. Water services, valves, elbows, hydrants and main at 100-foot intervals for pipes longer than 200-feet
 - d. Sanitary manholes and main at 100-foot intervals for pipes longer than 200-feet.
 - e. Storm drain manholes, inlets and storm drainpipes at 100-foot intervals for pipes longer than 200-feet
 - f. Curb and Gutter at PTs, PCs, and 25-foot intervals
 - g. Radius points of curb returns
 - h. Accessibility ramps
 - i. Bluetop (grade) staking for subgrade and base gravel
 - j. Signs
- E. Post-Construction Phase (Phase 2)

A1.07 *Post-Construction Phase – (Phase 3)*

- 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 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.