

AMENDMENT NO. 8

TO

**CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND
ENGINEERING SERVICES**

CITY OF BILLINGS WORK ORDER 04-12,

Alkali Creek Road – Senators Blvd. To Airport Road

THIS AGREEMENT, made and entered into on _____, 2009, by and between the following:

CITY OF BILLINGS, a Municipal Corporation,
Billings, Montana 59103,
Hereinafter designated the City

and

Kadrmass, Lee & Jackson, Inc.
PO Box 80303
Billings, Montana 59108
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated April 26, 2004, for Contractor to provide professional services to the City for Work Order 04-12, Alkali Creek Road – Senators Blvd. To Airport Road, and;

WHEREAS, the City has need for additional professional services, and;

WHEREAS, the City has authority to contract for professional services, and;

WHEREAS, the Contractor represents that he is qualified to perform such services, is in compliance with Montana Statutes relating to the registration of professional engineers and is willing to furnish such services to the City;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

Appendix A, Section 3 is amended as follows:

The attached scope of work (5 pages) for Amendment No. 8 services is hereby made a part of this contract.

Appendix B, Section 1, Part A, second paragraph, is amended as follows:

For Design Engineering from Appendix A, as amended:

Previous total contract amount for Phases 1, 2, and 3 design (including Amendments 1-7)	\$713,800.57
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plus,

Cultural resources inventory, laboratory analysis, documentation, and mitigation services as per the scope of work attached to and made a part of this Amendment No. 8	\$94,500
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Total Professional Services	\$808,300.57
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All other terms and conditions of the contract, as amended, to which this amendment applies, shall remain in full effect.

CONSULTANT

NAME: Kadrmass, Lee & Jackson, Inc.

BY: _____

TITLE: Practice Area Leader

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____

TITLE: _____

DATE: _____

KADRMAS, LEE & JACKSON, INC.
SCOPE OF WORK
AMENDMENT NO. EIGHT (8) TO WORK ORDER #04-12
PROFESSIONAL SERVICES FOR PHASE 3 OF THE
ALKALI CREEK ROAD IMPROVEMENTS PROJECT

BLACK PINE STREET TO
APPROXIMATELY 450 FEET EAST OF MORNINGSIDE LANE

October 27, 2009

I. PROJECT DESCRIPTION

This is an amendment to the existing Alkali Creek Road reconstruction contract, hereinafter referred to as “Project.”

Phase 3 of the Project begins near the BBWA Canal siphon crossing and extends easterly along Alkali Creek Road approximately 1,350 feet to its east terminus. During preliminary engineering for road reconstruction, it was determined that embankment slopes on the north side of Alkali Creek Road require unforeseen improvements due to recent isolated slope failures and potential for additional slope instability. As such, the scope of Phase 3 has changed to address slope stability improvements.

The purpose of Amendment No. Eight (8) is to complete cultural resources inventory, laboratory analysis, documentation, and mitigation required for relocating the Alkali Creek stream channel. To distinguish Amendment No. 8 services from previous contract amendments the task numbers have been changed from 3-digit numbers to 4-digit numbers, with the first digit corresponding to the amendment number (8xxx)

II. SERVICES TO BE PERFORMED

8100 PROJECT MANAGEMENT

8101 Coordination

Coordinate with the City, Kadrmas, Lee & Jackson (KL&J) team members, federal, state, and local agencies, property owners, and other interested parties.

8102 Schedule and Budget

Manage the timeline and budget; prepare invoices and progress reports according to City requirements.

8103 Unscheduled Meetings and Field Reviews

Attend unscheduled meetings and field reviews with the City or other stakeholders. Three (3) unscheduled meetings and field reviews are anticipated.

8200 PUBLIC INVOLVEMENT

Public involvement services, including public meetings, are not included in this scope of work.

8300 ENVIRONMENTAL DOCUMENTATION AND PERMITTING

KL&J will provide cultural resource management services related to the proposed undertaking. The tasks described herein include a Class III Cultural Resource Inventory, shovel/auger probes of the project area, and limited site testing of previously recorded site 24YL1606, identified by Montana State Historic Preservation Office (MTSHPO) as the Morningside Site, which is eligible for listing on the National Register of Historic Places.

A Class III Cultural Resource Inventory will be performed across the proposed project area. Following the requirements of MTSHPO, the Class III will include subsurface testing. Additionally, subsurface testing will be conducted on site 24YL1606 in an effort to establish the site boundaries. The work will be carried out in accordance with Section 106 of the National Historic Preservation Act, and will meet or exceed State and Federal standards for cultural resource work.

The general objective of the study is to determine the limits of previously recorded site 24YL1606 and to determine the presence or absence of additional cultural resources within the boundaries of the proposed construction area. The results of the Class III inventory and subsurface testing will be used to make a recommendation for further identification and mitigation of cultural resources within the project area.

8301 Pedestrian Inventory/Site Testing: Class I Literature Review

A Class I Literature Review of MTSHPO site and manuscript files will be prepared prior to the start of any fieldwork. Data collected from this review will provide an overview of previously conducted cultural resource work within the project area, including all previously recorded site locations. KL&J will consult with MTSHPO to discuss the results of the Class I Literature Review prior to beginning fieldwork. The Class I Literature Review will be conducted by one Archaeological Field Technician. QA/QC will be conducted by the Principal Investigator.

8302 Pedestrian Inventory/Site Testing: Class III Cultural Resource Inventory and Subsurface Testing

An intensive pedestrian cultural resource inventory will be performed over the entire project area (~3.5 acres). Up to two additional cultural resources encountered within the corridors will be recorded and site forms submitted to the MTSHPO for a Smithsonian Institution Trinomial System (SITS) number. If more than two additional cultural resources are encountered during the Class III inventory, an adjustment to this scope of work will be necessary; these services would be considered extra work and would be negotiated prior to proceeding.

As part of the Cultural Resource Inventory, KL&J will conduct subsurface (auger/shovel) testing of the project area. Auger/shovel probes will be excavated at 10 m intervals across the project area. Additionally, probes will be excavated across previously

recorded site 24YL1606. If additional cultural resources are recorded as a result of the pedestrian inventory or subsurface testing, additional probes may be needed to firmly establish site boundaries and to make a National Register of Historic Places (NRHP) eligibility recommendation on the newly recorded resource. The results of this testing will be utilized in determining the most suitable mitigation measures for any cultural resources recommended as eligible for inclusion in the NRHP.

Probes will be used to determine the presence/absence of cultural materials and will be excavated from the edge of the construction zone to the opposite edge of the construction zone. Probes used to determine site boundaries will be excavated until at least two negative probes are returned outside of the recorded site boundary. Some probes may be excavated outside of the project area boundaries. This is necessary to firmly establish the limits of the site. This scope of work covers up to 90 shovel/auger probes. If additional shovel/auger probes are needed, an adjustment to the scope will be necessary; these services would be considered extra work and would be negotiated prior to proceeding. All fill from each probe will be screened through ¼-inch mesh. Field documentation of auger/shovel probes will include stratigraphic profiles of each probe, soil descriptions, and depth of artifact recovery. This information will be incorporated into the final report.

Following subsurface testing, artifacts recovered from the field will be cleaned, analyzed, and cataloged in the KL&J archaeological laboratory. Laboratory time will be based upon the number of recovered artifacts. The results of the analysis will be utilized in formulating KL&J's recommendation regarding any necessary site mitigation. Final site mitigation methods will be determined in consultation with the MTSHP and the United States Army Corps of Engineers (USACE).

8303 Site Mitigation/Data Recovery

Upon completion of the pedestrian inventory and limited testing, KL&J will consult with the USACE and MTSHP to determine the best practices for mitigation of effects to previously recorded site 24YL1606. If any additional cultural resources are recorded during the course of the pedestrian inventory and testing, mitigative measures for the additional sites will be included in the consultation. KL&J anticipates mitigation to take the form of data recovery. Mitigation of sites other than 24YL1606, recorded during the inventory and testing phase, is not covered under this scope; these services would be considered extra work and would be negotiated prior to proceeding. This scope is based on KL&J's professional opinion of the methods that may be required for site mitigation and data recovery; it is subject to change through coordination with the MTSHP, USACE, and City of Billings as the project proceeds. If changes to the scope become necessary following agency coordination, a renegotiation of this scope and fees may also become necessary.

Based upon the preliminary data obtained from the MTSHP site form for 24YL1606, data recovery efforts are expected to include machine-aided excavation to remove the approximately 60 cm of overburden. Overburden removal will be conducted in 2 cm to 3 cm intervals. KL&J archaeologists will be on-hand observing the overburden removal and examining the surface following each pass of the blade for evidence of artifacts or features. If a feature is observed, machine stripping will be halted and hand excavations will begin. All exposed features will be hand excavated and profiled. One half of the fill

from any features identified will be hand excavated and screened through ¼-inch mesh. The remaining ½ of the fill will be placed in 10 liter bags and returned to the KL&J archaeological laboratory for further, more intensive, processing.

In addition to machine scraping, 1 m X 2 m hand excavation units will be excavated at the site. Placement of the 1 m X 2 m units will be based on the results of the limited testing. Areas most likely to yield the most data will be more fully excavated. KL&J expects to excavate one 4 m² block and one trench measuring approximately 1 m by 10 m. Additional data recovery will be based upon the results of the limited testing and may dramatically increase the number of hand excavation units required. If such an increase is required, an adjustment to this scope may be necessary.

Fill from the excavation units will be screened using a ¼-inch mesh. One 10 liter sample from each level of each excavation unit will be collected and returned to the KL&J archaeological laboratory for more intensive processing including water and fine screening. All artifacts excavated during data recovery efforts of site 24YL1606 will be returned to the KL&J archaeological laboratory for further processing including cleaning, analyzing, and cataloging. Final curation will be with the MTSHP.

Field documentation collected during excavation will include photographs taken from each level of each excavation unit, notes regarding the soils observed in each level, a hand drawn map of each excavation unit, one wall stratigraphic profile from each unit, piece plotted diagnostic artifacts, and general notes related to the observations of the field archaeologists during excavations.

8304 Production of a Report of Findings

KL&J will produce a Report of Findings. The report will incorporate results of the pedestrian inventory, shovel/auger testing, and final site mitigation. This report will include artifact descriptions, the results of any radiocarbon dating conducted, and an interpretation of KL&J's findings put into the proper historic context.

The report will be provided to the City of Billings for submission to the United States Army Corps of Engineers (USACE) and the MTSHP. If changes to the report are needed, a final report will be resubmitted to the City of Billings within 15 working days.

KL&J will prepare six copies of the report. Two copies will be submitted to the City of Billings; four copies, with a submittal letter, will be prepared for the USACE. Additional or electronic copies of the report can be prepared upon request.

III. DELIVERABLES

The following deliverables will ultimately be provided by Kadrmas, Lee & Jackson.

- Six (6) bound copies of the report
- Results of radiocarbon dating

IV. COST OF SERVICES

Because of the nature of fieldwork and necessity for flexibility, the project cost of \$94,500 is estimated in order to complete tasks as described herein. The cost assumes all pedestrian inventory/subsurface testing work will be completed during one mobilization, weather permitting. Costs for the data recovery/mitigation phase of the previously recorded site is based on an assumed work schedule of ten days on, four days off. Upon completion of different stages of field work, KL&J will consult with MTSHPD and USACE, and if changes in scope are necessary based on previously undetermined agency requirements, KL&J will contact the City prior to proceeding. KL&J cannot be held responsible for in-the-field down time due to inclement weather or other factors out of its control, but will attempt to off-set incurring down time expenses.

V. EXCLUSIONS

This scope of work contains specific information regarding tasks, number of mobilizations, number of sites, and deliverables. Additional services beyond this scope of work are extra and will be negotiated as a separate amendment, in accordance with Appendix C of the original contract. The following list summarizes exclusions from Amendment No. 8, although it is not intended to be exclusive.

- Preparation of environmental document, including Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement
- Construction monitoring or post-construction monitoring
- Traditional Cultural Properties survey
- Legal testimony arising out of litigation regarding project decisions
- Public meetings/coordination
- Any tasks or services not specifically discussed in this scope of work
- Additional cultural resources requiring data recovery/mitigation beyond the previously recorded site 24YL1606.