

AMENDMENT NO. 1
TO
CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
CITY OF BILLINGS WORK ORDER 15-07,
Orchard Lane Reconstruction

THIS AGREEMENT, made and entered into on _____, 2016, 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 October 30, 2014, for Contractor to provide professional services to the City for Work Order 15-07, 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:

Part 1, Special Provisions, Section 2.D is amended as follows:

D. ...provide as-built drawings in paper (11x17, 2 sets) and digital (.pdf and .dwg) formats, as approved by the City of Billings...

Part 1, Special Provisions, Section 3.C is amended as follows:

C. This Contract shall terminate at midnight on April 30, 2017.

Appendix A, Scope of Work, is amended as follows:

The attached scope of work (5 pages) for Amendment No. 1 services is hereby made a part of this contract and is supplemental to prior contract scope of work.

Appendix B, Section 1.A is amended as follows:

A. For services rendered prior to construction, Appendix A, the Engineer shall be paid based upon actual time accrued, but not to exceed the following amounts:

Design Services \$241,000.00

plus,

Additional design and construction phase services as per the scope of work attached to and made a part of this Amendment No. 1 \$196,100.00

Total Professional Services \$437,100.00

All other terms and conditions of the contract, as amended, to which this amendment applies, shall remain in full effect.

CONSULTANT

NAME: Kadmas, Lee & Jackson, Inc.

BY: _____

TITLE: _____

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____

TITLE: _____

DATE: _____

Amendment 1 Scope of Work

City of Billings Work Order #15-07 Orchard Lane Reconstruction

I. DESCRIPTION

Contract Amendment No. One (1) is for additional services not included in the original contract dated October 30, 2014, which consist of additional miscellaneous design services, construction staking, and limited assistance associated with construction administration.

II. SERVICES TO BE PERFORMED

ADDITIONAL DESIGN ENGINEERING AND REVIEWS (SUPPLEMENTAL)

The following Additional Services have been completed by the Engineer and will be added to the contract scope:

- A. Collect additional survey shots and provide evaluation to investigate the feasibility of running a storm drain pipe from Orchard Lane down Ryan Avenue as an alternative to drain the east end of Ryan Avenue.
- B. Stake out utility pothole locations and provide survey shots during potholing at 7 locations required for completion of stormdrain design.
- C. Adjust the design to accommodate revisions to the originally approved typical road section as requested by the Owner. The new section will be 42 feet wide from back of curb to back of curb with 7-foot wide contiguous sidewalks on each side.

900 CONSTRUCTION PHASE

The Owner is responsible for overall construction administration, with periodic assistance from the Engineer. The Owner is also responsible for providing a Resident Project Representative. The objective of this phase is for the Engineer to provide limited assistance during construction at the Owner's request. Fees for the tasks outlined below are estimated based on the construction completion dates as identified in the Contract Documents and may change depending upon the Contractor's actual schedule; for the purposes of this amendment the Engineer assumes a 24-week construction period.

The Engineer is not responsible for the Contractor's safety procedures or operations. This scope of work does not include any safety inspections of the Contractor's equipment, procedures, or operations. The Engineer is not responsible for the safety of City of Billings personnel, subconsultant personnel, site visitors, Contractor's personnel, Subcontractor's personnel, or any other personnel. The Engineer will not proceed with duties in areas or

situations that are deemed unsafe or hazardous, due to the Contractor's non-conformance with OSHA or other agency safety regulations.

The Engineer and its sub-consultants will not assume the normal duties and responsibilities of the Owner, Contractor, or Subcontractors. The contractor is solely responsible for his construction procedures, techniques, means and methods.

901 Meetings

Attend the pre-construction conference, construction progress meetings, and a substantial completion walk through. Conducting meetings and providing subsequent meeting minutes is not included.

902 Construction Phase Assistance

Construction phase assistance will only be provided on an as-needed basis as requested by the Owner. The Engineer will provide the Owner with monthly budget status reports. Anticipated tasks associated with this item include:

- A. Submittal reviews for all construction components specified by the Engineer.
- B. Communications with the Owner to clarify contract documents and to assist with requests for information.
- C. Review of substitutes or "or-equal" requests.
- D. Miscellaneous site visits upon request by the Owner (Engineer's fee includes up to twenty-four site visits independent of progress meetings).
- E. Review and answering questions related to Change Orders. Any design revisions related to Change Orders are not included and would be provided as Additional Services.
- F. In addition, the Engineer will be available upon Owner's request for miscellaneous construction phase assistance not specifically identified in this scope of work. The budgeted construction contingency allowance will only be expended upon request by the Owner for Additional Services pertaining to, but not limited to, Part IV below.

903 Construction Staking

Engineer will provide construction staking outlined below. The scope of work and related fee for construction staking is based on the Engineer's assumption that the Contractor will be allowed a full closure of Orchard Lane to through traffic to increase efficiency of construction and required staking.

- A. Stakes to relocate private utilities will be provided as follows. Engineer will coordinate concurrent staking for multiple utility owners when practical.

1. For NorthWestern Energy, one set of stakes along the east right-of-way line at each existing power pole for design and a second set of stakes along the east right-of-way line at each proposed power pole for construction.
2. For Montana Dakota Utilities, stakes along the west right-of-way line at approximately 100-foot intervals and at each proposed gas / storm drain crossing, including the gas main and services.
3. For Century Link, stakes along both sides of the right-of-way at 100-foot intervals along the north 500-feet of the project.
4. For Charter – no staking required.
- B. 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.
- C. Demolition and removal limits along the corridor
- D. Saw cut limits on driveways, as well as concrete and asphalt on side streets
- E. Road subgrade cuts
 1. Offsets with grades to top back of curb with elevations and offset (to be determined on site) rounded to nearest 0.1-foot set at 100-foot intervals
- F. Storm drain manholes, inlets and storm drain pipes at 50-foot intervals for pipes longer than 200-feet
- G. Locations and grades for relocating fire hydrants and curb stops due to conflicts with new construction
- H. Ends of new sanitary sewer services
- I. Curb & gutter final staking
 1. Offset stakes at 25-foot intervals (offsets and grade reference to be determined in the field)
 2. PC, PT, and radius point at intersections
 3. Median islands at Boys and Girls Club
 4. Center of double gutter
 5. Horizontal location of drive approaches
- J. Bluetops for grade control as follows:
 1. Subgrade at PTs, PCs and at 100-foot intervals along road crown
 2. Base course at PTs, PCs and at 50-foot intervals along road crown
 3. The Engineer will not provide bluetop staking until the contractor has satisfactorily graded to within 0.2' of the design grade for the surface to be bluetopped
- K. Traffic loop detectors and existing electrical appurtenance relocations at the intersection of Orchard Lane and King Avenue
- L. Permanent sign locations
- M. Reset existing center line monuments at the intersections of Orchard Lane and King Avenue, Orchard Lane and State Avenue and one quarter corner in Orchard Lane.
 1. Set four offsets to monument location after new pavement has been placed (offsets to be determined on in the field).
 2. Stamp brass cap following installation of monument boxes by contractor.

Construction stakes for each item, including establishing horizontal and vertical control, will be provided one time. Re-staking or additional trips required will be provided as Additional Services.

The total number of survey crew project site mobilizations included in the tasks above is forty-six (46). The Engineer will provide the Owner with a periodic status report, and will not exceed the specified number of trips without prior approval by the Owner.

The above staking services will be identified in the project bidding documents. The Contractor will be responsible for preserving all stakes throughout construction in accordance with the General Conditions. All other surveys required for construction of the project shall be the responsibility of the Contractor. Should any stakes set by the Engineer be destroyed by the Contractor and need to be reset, the re-staking costs shall be paid by the Owner to the Engineer and then subsequently deducted from the Contractor's payment.

904 Project Close-Out and Record Drawings

The Owner will provide field sketches and other information to Engineer related to any field adjustment made during the course of construction including "as-built" elevations from the contractor on any curbs, asphalt, storm drains, water mains, sewer services or other structures adjusted from the design.

Engineer will compile information into one complete set of record drawings and provide Owner with two hard copies (11x17) and electronic (PDF and DWG) formats as well as necessary drawings for DEQ. Engineer will also provide Owner with any record related to Engineer's services over the course of construction.

III. DELIVERABLES

The following deliverables will ultimately be provided by the Engineer.

- A. Staking notes upon request, including cut/fill sheets to Contractor and Owner
- B. Record drawings & other records as applicable

IV. EXCLUSIONS

This scope of work contains specific information regarding tasks, number of iterations, and deliverables included in the Agreement. Additional services beyond this scope of work are extra and will be addressed as a contract supplement. In addition to those specifically identified in the above tasks, the following list, which is not intended to be exclusive, summarizes exclusions.

- A. Street lighting design or construction phase services

- B. Supplemental design services requested by Owner
- C. Permit applications
- D. Submittals not specifically identified above
- E. Review of contractor payrolls
- F. Review of weekly progress reports
- G. Review of payment applications
- H. Providing a Resident Project Representative or daily construction reports
- I. Making revisions to construction documents due to no fault of the Engineer.
- J. Preparing Substantial Completion Certificate, Punch-list or Final Completion Certificate
- K. Warrantee walkthrough
- L. Materials and construction acceptance testing or coordination thereof
- M. Legal/boundary surveys and associated research and computations necessary to stake individual property corners.
- N. Construction staking of:
 - 1. Mailboxes
 - 2. Accessibility ramps
 - 3. Relocated fences and other features along the corridor impacted by construction
 - 4. Below ground and above ground utilities not identified above
 - 5. Lighting pull boxes
 - 6. Fence Relocation
 - 7. Property corner monument recovery, corner record forms, and re-establishment Pursuant to Montana Code Annotated 70-22-115

V. SCHEDULE

All services included in this agreement, except record drawings and project close-out, are anticipated to occur during the 2016 construction season and will be complete by December 31, 2016. Record drawings and project close-out will be completed within 4-months following Substantial Completion.