

AMENDMENT NO. 2
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:

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

The attached scope of work (1 page) for Amendment No. 2 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 identified in
Amendment No. 1 \$196,100.00

plus,

Additional design, bidding and construction phase services as per the
scope of work attached to and made a part of this Amendment No. 2 \$21,800.00

Total Professional Services \$458,900.00

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: _____

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____

TITLE: _____

DATE: _____

Amendment 2 Scope of Work**City of Billings Work Order #15-07
Orchard Lane Reconstruction****I. DESCRIPTION**

Contract Amendment No. Two (2) is for additional services related to street lighting design and construction administration assistance.

II. SERVICES TO BE PERFORMED**STREET LIGHTING**

Engineer will provide the below design and bidding phase services along the north half of the Orchard Lane corridor. A preliminary design submittal will be provided to the City prior to completing final bid documents.

- A. Perform a lighting analysis meeting AASHTO requirements.
- B. Design electrical cabling and conduit in accordance with applicable electrical codes.
- C. Coordinate with NorthWestern Energy related to their design of a new service point.
- D. Provide concrete foundation designs.
- E. Prepare electrical and street light specifications and applicable special provisions.
- F. Provide opinion of probable cost.
- G. Provide bid phase assistance, answering questions from contractors and suppliers and assisting with addendums if necessary.
- H. An engineering design report is not included in this scope.

Engineer will provide the following construction phase services:

- A. Review of electrical submittals and shop drawings,
- B. Provide general assistance to address RFIs or change orders, and
- C. Staking of light locations and appurtenances (1 crew day anticipated).

III. DELIVERABLES

The following deliverables will ultimately be provided: (as shown above)

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.

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.