

AMENDMENT NO. 1
TO
CONTRACT FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
CITY OF BILLINGS SID # 1382,
Colton Boulevard (38th St West to Zimmerman Trail)

THIS CONTRACT AMENDMENT, 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 December 12, 2014, for Contractor to provide professional services to the City for SID # 1382, 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 to amend the Contract as follows:

1. Appendix A of Contract - Basic Services of Contractor: Amended as follows:

The attached Amendment 1 Scope of Work (3 pages) is hereby made a part of this Amendment No. 1, and shall supplement the Basic Services outlined in Appendix A of the Contract.

2. Appendix B of Contract - Methods and Times of Payment: Amended Section 1 as follows:

A. For services rendered under 'Appendix A - Phases 100, 300, 600, 700, and 900', the Engineer shall be paid based upon actual time accrued, but not to exceed the following amount:

Design, Bidding & Construction Services - (Contracted Services).....	\$162,780.00
Additional Construction Services - (per Scope of Work attached to, and in which payment is based upon actual time accrued and paid in accordance with Appendix D - Schedule of Professional Services).....	<u>\$31,610.00</u>
Total Professional Services Ceiling Amount, including Amendment # 1.....	\$194,390.00

B. Final payment shall be the above stated fee less all previous payments.

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

CITY OF BILLINGS, MONTANA

CONSULTANT: Kadrmass Lee & Jackson, Inc.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Amendment 1 Scope of Work

City of Billings - SID No. 1382 Colton Boulevard - 38th St West to Zimmerman Trail

I. DESCRIPTION

Contract Amendment No. One (1) is for additional construction observation and engineering administration services on the Colton Boulevard extension due to Construction Change Order No. 1, dated 12/03/2015, and the construction contractor's projected contract time overrun.

II. SERVICES TO BE PERFORMED

Contractor (KLJ) will provide the following construction engineering services which are in addition to those defined in the Contract.

A. CONSTRUCTION WEEKEND WORK

Between the construction start date of September 28, 2015 and the winter shutdown date of December 8, 2015, the construction contractor worked three Saturdays. Per Appendix A, Part 2 Paragraph 909 of the Contract between the City and Contractor (KLJ): *"hours in which the construction contractor works outside the normal 40 hour work week and which requires construction observation, will be assessed against the construction contractor, and the City agrees to withhold such additional charges from the construction contractor in order to compensate Contractor (KLJ) for such services"*.

Saturdays worked in which added construction observation service was necessary were:

- October 17, 2015 5 hours
- October 24, 2015 2.5 hours
- November 7, 2015 7 hours

Per Appendix D of the City/KLJ Contract, the additional charges related to the Saturday work completed between 9/21/15 and 12/08/15 amounts to:

$$\text{Additional Services} = (14.5 \text{ hrs}) \times (\$122.50/\text{hr}) = \$1,776.00$$

B. CHANGE ORDER NO. 1 ADDED CONTRACT TIME

Change Order No. One (1), dated December 3, 2015, increased the construction time by 8 calendar days resulting in the Substantial Completion time increasing from 75 calendar days to 83 calendar days. These added days will require additional RPR observation and Construction Administration services.

Per Appendix C Paragraph 'C' of the City/KLJ Contract, the anticipated additional charges for the 8 calendar (6 work) days added on Change Order No. 1 will amount to:

Employee	Hourly Rate	Projected Hours	Additional Services
RPR/Engineer 2	\$122.50	54	\$6,615.00
Engineer 3	\$149.25	9	\$1,339.00
TOTAL			\$7,954.00

C. CONSTRUCTION CONTRACTOR SCHEDULE AND TIME OVERRUN

Per Appendix A, Part 2 Paragraph 909 of the Contract between the City and Contractor (KLJ), Contractor is to provide fulltime construction observation during utility installation (water and storm drain), curb and gutter placement, and for street construction activities. Other construction observation activities are contracted for part time (50% budgeted onsite hours). Total RPR observation hours contracted for is 350 hours. Hours beyond this are to be addressed as Additional Services requiring written authorization by the City.

The original construction contract time for substantial completion of the project was 75 calendar days. A winter shutdown was issued on December 8, 2015. Through September 28th December 8th the construction contractor used 68 calendar days. The observation hours required thru this period was 312 hours.

The construction contractor identified on his original construction schedule, that they will need 16 construction days to complete the street subgrade preparation, street base gravel placement, curb and gutter and sidewalks, paving, and completion of the walk path. The construction contractor identified that an additional 13 construction days will be necessary for the completion of the irrigation ditch and associated structures. Thereafter there will be project walk through, punch list items, and final project cleanup.

With the majority of the concrete and street work requiring full time observation, and the irrigation work requiring part time (50%) observation, this may require up to 196 hours of additional observation time ((16 days x 9 hrs/day) + (13 days x 4 hrs/day)). In addition, Contractor will require an estimated 20 RPR hours for the remaining construction contractor items projected to occur beyond their construction time for project walkthroughs, punch list items, and final project cleanup.

With 38 hours remaining of the original 350 hours plus the 54 additional hours associated with the Change Order No 1 work, there still remains a potential shortage of 124 hours of RPR observation time ((196 hrs + 20 hrs) - (38 hrs + 54 hrs)). The value of these hours is:

$$\text{Additional Services} = (124 \text{ hrs}) \times (\$122.50/\text{hr}) = \$15,190.00$$

D. CONSTRUCTION TIME OVERRUN CONTINGENCY ALLOWANCE

In addition, the Contractor will be available upon City's request for additional construction phase assistance not specifically identified in this scope of work. The budgeted construction contingency allowance will only be expended upon request by the City for Additional RPR and/or Construction Administration Services related to, but not limited to, the overrun by the

construction contractor on their contract time; or for Saturday and weekend work; or other special services requested by the City.

The amount of this contingency allowance shall be:

Employee	Hourly Rate	Projected Hours	Additional Services
RPR/Engineer 2	\$122.50	40	\$4,900.00
Engineer 3	\$149.25	12	<u>\$1,790.00</u>
TOTAL			\$6,690.00

III. DELIVERABLES

No additional deliverables anticipated in addition to those already contracted for.

IV. EXCLUSIONS

This scope of work contains specific information regarding additional engineering hours and rates anticipated to complete the Project. As construction contractor's actual time to complete the Project is not a definitive quantity, additional engineering costs to the Project may either exceed or come in under the cost ceiling defined in this Amendment. Based on the construction contractor's time to complete the project, additional services beyond the scope of work identified in this Amendment may or may not be necessary.

V. SCHEDULE

All services included in the Contract are to be completed by September 30, 2016. This date is believed to be adequate for Contractor (KLJ) to final out the project, including record drawings and project close-out.