

RESOLUTION NO. R21-133

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PREVIOUSLY APPROVED TASK ORDER AUTHORIZING KADRMAS, LEE & JACKSON, INC. TO PROVIDE ADDITIONAL SERVICES FOR THE CITY OF LAUREL'S SOUTHSIDE STORMWATER STUDY.

WHEREAS, the City of Laurel previously executed an Agreement for Professional Services with Kadrmass, Lee & Jackson, Inc. ("KLJ"); and

WHEREAS, the City previously approved a Task Order authorizing engineering services for the preparation of a South Side Stormwater Study for the City of Laurel; and

WHEREAS, additional work is recommended which will require additional engineering services as provided and described in Amendment #1 which is attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Laurel, Montana, the attached Amendment #1 to the previously approved Task Order authorizing additional engineering services for the additional compensation for the South Side Stormwater Study is hereby approved and the Mayor is hereby authorized to execute the attached Amendment #1 on the City's behalf.

Introduced at a regular meeting of the City Council on December 28, 2021, by Council Member Stokes.

PASSED and APPROVED by the City Council of the City of Laurel this 28th day of December 2021.

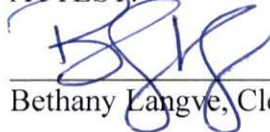
APPROVED by the Mayor this 28th day of December 2021.

CITY OF LAUREL



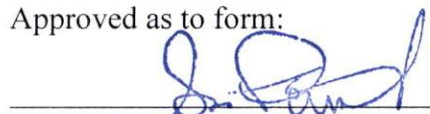
Emelie Eaton, Mayor

ATTEST:



Bethany Langve, Clerk-Treasurer

Approved as to form:



Sam S. Painter, Civil City Attorney

Engineer's Services- South Side Stormwater Study (Amendment 1)

PART 1 – BASIC SERVICES

A1.01 *Project Management - Unchanged from original Agreement*

A1.02 *Topographic Survey Phase*

A. Topographic survey and base mapping services described in original Agreement are extended to include the following areas:

1. Russel Park
2. South 5th Street from Woodland Avenue to South First Avenue
3. Maple Avenue, Cedar Avenue and Woodland Avenue, from South 5th Street to South 4th Street.

A1.03 *Preliminary Engineering*

A. Expand services described under Preliminary Design Phase of Original Agreement to include the following stormwater improvements:

1. Stormwater pretreatment, detention, and infiltration facilities within Russel Park.
2. Stormwater conveyance improvements from South 4th Street to Russel Park.

B. Engineer shall provide the following services in addition to those described in original agreement:

1. Observe and log soil test pits in pond area from excavation and backfill provided by Laurel Public Works Department.
2. Complete a Preliminary Grading Plan of the proposed pond within Russel Park.
3. Prepare Preliminary Plan and profile sheets for stormwater conveyance system from South 4th Street to Russel Park.
4. Update the stormwater water model completed for the Southside Stormwater Master Plan, based on preliminary design drawings and estimated infiltration rates from soil logs.
5. Complete a water balance analysis to estimate probable frequency and duration and level of inundation for stormwater facilities constructed with Russel Park. Estimates will be proved for both the interim condition anticipated to exist prior to completion of a stormwater outfall project, and long-term conditions anticipated to occur after completion of a stormwater outfall project.
6. Include preliminary stormwater design drawings and results of analysis with Preliminary Engineering deliverables specified in original Agreement.

A1.04 *Final Design Phase*

- A. Expand services described under Final Design Phase of Original Agreement to include stormwater improvements described in this amendment.
- B. Engineer shall:
 - 1. Incorporate park grading and stormwater improvements described herein with Final Design Drawing and Specifications described in original agreement. Improvements to include:
 - a. Stormwater conveyance improvements from South 4th Street to Russel Park.
 - b. Stormwater pretreatment, detention, and infiltration facilities within Russel Park.
 - 1) To avoid/mitigate conflict with park use, the system is to be designed with minimal slopes and minimum inundation depths as well lawn covering over infiltration facility, unless otherwise approved or directed by Owner.
 - 2) Design will provide mitigation measures to minimize impacts to existing park trees and other park uses.
 - c. landscape and irrigation restoration.
 - 2. Prepare final stormwater drainage report and Operation and Maintenance (O&M) Schedule for stormwater improvements within Russel Park.
- C. Add final stormwater drainage report and O&M schedule to final design deliverables described in original agreement.

A1.05 *Bidding or Negotiating Phase*

- A. Expand services described under Bidding and Negotiating Phase of Original Agreement to include stormwater improvements described in this amendment.

A1.06 *Construction Phase*

- A. Expand services described under Construction Phase of Original Agreement to include stormwater improvements described in this amendment.
- B. Engineer will provide the follow construction staking in addition to that described in Section A1.06.A.10 of the original Agreement:
 - 1. Stake infiltration facility and grading limits in Russel Park.
 - 2. Provide shape file to Contractor for completion of grading using GPS machine control.
- C. Modify anticipated RPR time specified in Section A1.06.A.3 of the original Agreement, to 740 hours. Modify recommended construction contract time in same section, to 140.

A1.07 *Post-Construction Phase*

- A. Expand services described under Post-Construction Phase of Original Agreement to include stormwater improvements described in this amendment.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

B. Add to Section A2.01.A of the original Agreement (Additional Services Requiring Written Authorization):

1. Stormwater pumping design.

This is **EXHIBIT K**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [8/24/21].

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

The Effective Date of this Amendment is: December 28 2021

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Laurel

Engineer: KLJ Engineering, Inc.

Project: 2022 Pavement Maintenance

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Scope of Services is modified in accordance with Amendment 1 – Exhibit A


Agreement Summary:

Original agreement amount:	\$ <u>595,800.00</u>
Net change for prior amendments:	\$ <u>0</u>
This amendment amount:	\$ <u>85,000</u>
Adjusted Agreement amount:	\$ <u>680,800</u>

Change in time for services (days or date, as applicable): 0

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

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.

OWNER:		ENGINEER:	
By:	_____	By:	_____
Print name:	<u>Emelie Eaton</u>	Print name:	_____
Title:	<u>Mayor</u>	Title:	_____
Date Signed:	<u>December 28, 2017</u>	Date Signed:	_____