

RESOLUTION NO. R22-17

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO OWNER-ENGINEER AGREEMENT, AMENDMENT NO. 2, BY AND BETWEEN THE CITY OF LAUREL AND KLJ ENGINEERING, INC.

BE IT RESOLVED by the City Council of the City of Laurel, Montana,

Section 1: Approval. The Amendment to Owner-Engineer Agreement, Amendment No. 2, by and between the City of Laurel and KLJ Engineering, Inc., a copy attached hereto and incorporated by reference herein, is hereby approved.

Section 2: Execution. The Mayor is hereby given authority to execute the Amendment to Owner-Engineer Agreement, Amendment No. 2, on behalf of the City.

Introduced at a regular meeting of the City Council on the 26th day of April 2022, by Council Member Eaton.

PASSED and APPROVED by the City Council of the City of Laurel the 26th day of April 2022.

APPROVED by the Mayor the 26th day of April 2022.

CITY OF LAUREL



Dave Waggoner, Mayor

ATTEST:



Kelly Strecker, Clerk-Treasurer

APPROVED AS TO FORM:



Michele L. Braukmann, Civil City Attorney

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, KLJ Project NO. 2004-00862.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 2

The Effective Date of this Amendment is: 4/26/2022

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 2 – Exhibit A

Agreement Summary:

Original agreement amount:	\$ <u>595,800.00</u>
Net change for prior amendments:	\$ <u>85,000</u>
This amendment amount:	\$ <u>22,000</u>
Adjusted Agreement amount:	\$ <u>702,800</u>

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

Engineer's Services- 2022 Pavement Maintenance (Amendment 2)

PART 1 – BASIC SERVICES

The amendment adds the following to the project:

1. Removal and replacement of the trees along the I-90 ROW.
2. Replace existing playground equipment with new contemporary equipment.
3. Installation of an underground sprinkler system with automatic controls to aid in controlling pressure drops in the water system during the summer months

The following amends Exhibit A of the Agreement

A1.01 *Project Management – No Change*

A1.02 *Topographic Survey Phase- No Change*

A1.03 *Preliminary Engineering- No Change*

A1.04 *Final Design Phase*

- A. Expand services described under Final Design Phase of Original Agreement to include the following:
 1. Removal and replacement of the trees along the I-90 ROW.
 2. Replace existing playground equipment with new contemporary equipment.
 3. Installation of an underground sprinkler system with automatic controls to aid in controlling pressure drops in the water system during the summer months.
- B. Engineer shall provide the following services in addition to those described in original agreement:
 1. Landscaping Design
 - a. Provide a tree removal and plantings schedule for an equal number of trees to be planted along the I-90 R/W boundary.
 - b. Design a zoned irrigation system with controls to irrigate the entirety of the park along with the newly planted trees.
 - c. Provide construction plans with details for all improvements described above.
 - d. Include this package within the construction contract.
 2. Playground Equipment
 - a. Coordinate with the City's current equipment supplier to provide new contemporary playground equipment.

- b. Attend two (2) meetings with Owner to provide options of equipment available.
- c. Provide probable cost opinions for purchase and installation of equipment.
- d. Provide site design and site details for the construction of equipment. This will include ground fall protection under equipment.

A1.05 *Bidding or Negotiating Phase*

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

A1.06 *Construction Phase*

- A. Expand services described under Construction Phase of Original Agreement to include 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. Provide Construction Staking for trees and extents of playground in Russell Park.
- C. Modify anticipated RPR time specified in Section A1.06.A.3 of the original Agreement, to 760 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):

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:

City of Laurel

By:

Print name: Dave Waggoner

Title: Mayor

Date Signed:

4/26/2022

ENGINEER:

KLJ Engineering, LLC

By:

Print name: Luke LaLiberty

Title: Associate Vice President

Date Signed:

10/27/2022