



**AMENDMENT NUMBER TWO (2)
TASK ORDER NUMBER ELEVEN (11)
AGREEMENT TO ADDITIONAL SERVICES FOR PROJECT REDESIGN
To
YELLOWSTONE COUNTY, MONTANA
For
THE LOCKWOOD PEDESTRIAN SAFETY DISTRICT
For
OLD HARDIN ROAD SIDEWALK – PHASE II**

This Amendment to Task Order No. 11 provides for professional engineering services to be performed by Interstate Engineering, Inc., (hereinafter the ENGINEER), for Yellowstone County, Montana (hereinafter the OWNER), in accordance with Article 1 of the Master Agreement to Furnish Professional Services to Yellowstone County, dated November 10, 2014 (hereinafter the Master Agreement). This Amendment represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Amendment, when executed by both parties, shall become a supplement to and part of the existing Task Order No. 11 and the basic Master Agreement.

ARTICLE 1. SCOPE OF SERVICES

The ENGINEER agrees to furnish the following professional services under this Amendment to Task Order No. 11:

Redesign services for 650 linear feet of the sidewalk corridor to provide an alternate route for bidding and construction purposes. The sidewalk alignment between STA 45+00 and STA 51+50 (650 LF) was previously designed to be constructed within or annexed through an easement to be granted by the property owner (JST Properties, LLC). An alternate centerline alignment across the frontage of this property, located within the existing County right-of-way, will be designed and included in the bidding documents in the event that the easement is not granted prior to construction. This task includes:

- Prepare revised drawings to include an alternate sidewalk alignment from STA: 45+00 to STA: 51+50.
 - One alternate alignment within the stationing listed above is included in this scope. If additional alignment options are required or the length of the redesign corridor is extended, the budget for this Amendment may need to be modified.
- Revise specifications and bid documents to include alternate bid scenario.
- Update unit quantities for bidding documents.
- Attend monthly board meetings.

The following items are specifically excluded from this Scope of Services:

- A. All exclusions stated in Task Order #11 apply to this Additional Services scope.
- B. Stormwater analysis for drainage conduits and culverts is not anticipated and therefore excluded.
- C. Fees for necessary permits or regulatory agency review.
- D. Fees for recording any necessary easements or rights-of-way.
- E. Fees for publication of advertisement for bid.



- F. Rebidding or Value Engineering services.
- G. Incidental design of sewer, culverts, drainage structures, or street improvements, such as paving, reconstruction, or widening.
- H. Exploratory excavation of existing utilities.
- I. Traffic control plan.
- J. Erosion & Sediment Control Plan.
- K. Public outreach meetings and coordination with local businesses.

The Engineer's Project Manager assigned to this Amendment No. 2 to Task Order No. 11 is Eric M. Ler, PE.

ARTICLE 2. ATTACHMENTS

- A. The following attachments are included with this Amendment and made a part of this Task Order No. 11:
 - 1. None

ARTICLE 3. SCHEDULE

This Task Order Amendment, budget and schedule is valid for 30 days.

The ENGINEER shall begin work immediately upon receipt of a signed copy of this Amendment to Task Order No. 11.

ARTICLE 4. COMPENSATION

A. BUDGET

For this Amendment to Task Order No. 11 the OWNER will pay the ENGINEER on a Time and Materials basis in accordance with the current rate schedule as established by the Master Services Agreement. If the project is delayed beyond 2022, the ENGINEER reserves the right to use the most current rates in effect at that time.

The total estimated cost of this Amendment to Task Order No. 11 is \$15,000.00. This Task Order budget may be modified by the OWNER as needed or as additional services arise.

B. PAYMENT SCHEDULE

Payment compensation shall be made by the OWNER to the ENGINEER on a monthly basis beginning after receipt of a fully executed copy of this Amendment to Task Order No. 11 to the ENGINEER. By signing below, The OWNER authorizes the ENGINEER to proceed with Amendment No. 2 to Task Order No. 11 as described above.

The ENGINEER relies on payments by the OWNER when due to meet the ENGINEER's payroll and other costs of doing business. Therefore, in the event that the OWNER fails to make payment for services within thirty days after receipt of billing, the OWNER hereby agrees to pay interest charges at the maximum rate of interest allowed by law on the unpaid balance or fraction thereof, when payment to the ENGINEER is delayed.




DATED this ____ day of _____, 2022.

YELLOWSTONE COUNTY, MONTANA

INTERSTATE ENGINEERING, INC.

Donald W. Jones, Chairman
Board of County Commissioners



Bradley A. Boehm
Office Manager, Client Manager

Denis Pitman
Board of County Commissioners

John Ostlund
Board of County Commissioners