



AMENDMENT NUMBER 1 (ONE)
TASK ORDER NUMBER ELEVEN (11)
AGREEMENT TO FURNISH BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES
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:

Provide bidding/construction administration, construction staking, and construction observation services during the construction of project improvements.

- Conduct a pre-bid conference
- Preparation of one (1) addendum, if necessary
- Assist OWNER in Opening of Bids
- Preparation of Bid Tabulation and Letter of Recommendation of Award
- Upon approval by OWNER, Prepare Notice of Award and Contract Documents for review by County Attorney
- Conduct a preconstruction conference
- Provide construction staking to the limits described in the Project Manual for the project. It is anticipated staking will define the horizontal and vertical alignment of the path at intervals no greater than 50 feet. Engineer will provide one-time field staking for all improvements. The Contractor is responsible to preserve all staking. The cost of re-staking will be the responsibility of the Contractor. Payment for this additional work shall be made by the Owner to the Engineer with a corresponding reduction in the Contractor's Periodic Pay Application(s).
- Provide construction observation to verify that the Project is generally proceeding on schedule and in overall accordance with the plans and specifications during the construction of the project improvements. The estimated construction time is 56 calendar days and the budget for services under this Task Order is based on 56 calendar days of construction observation and administration at twelve (12) hours each week. If additional time is required for construction, the budget for this Amendment to Task Order No. 11 may need to be modified. Interstate Engineering shall not be responsible or liable for acts or omissions of any contractor, sub-contractor, supplier, or any other persons or entity performing any of the Work. Interstate shall have neither the authority to control any other



person or entity's Work, nor any liability for any such Work, which may fail to comply with the plans and specifications or may otherwise be deficient. Interstate's duty is limited to general observations and reporting to the OWNER only those material departures from the schedule or deficiencies of which Interstate has actual knowledge, in fact.

- Oversee quality assurance material testing, to include compaction testing of subgrade and base course materials, and sampling and testing path surface concrete material and median island concrete.
- The Engineer will review the Prime Contractor's project component submittals. The budget allows for up to two (2) reviews per submittal. Additional submittal reviews will be offset against the Contractor's Pay Request and the Owner will reimburse the Engineer in the amount of the Contractor's offset.
- Process up to three (3) contractor pay applications.
- Conduct substantial completion walk-through and final walk-through.
- Provide as-built record drawings of all the project improvements that are constructed as part of Task Order No. 11.

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

- A. Fees for necessary permits or regulatory agency review.
- B. Fees for recording any necessary easements or rights-of-way.
- C. Property owner negotiation for acquisition of any necessary easements or rights-of-way.
- D. Fees for recording any necessary easements or rights-of-way. Should any right-of-way or easement surveys or documents be necessary, the Engineer reserves the right for additional budget for such.
- E. Property owner compensation for acquisition of any necessary easements or rights-of-way.
- F. Re-survey for development of as-built record drawings.
- G. Fees for publication of advertisement for bid.
- H. Re-bidding or Value Engineering services.
- I. Incidental design of sewer, drainage structures, curbs, gutters, sidewalks, ramps or street improvements, such as paving, reconstruction, or widening.
- J. Exploratory excavation of existing utilities.
- K. Traffic control plan.
- L. Erosion & Sediment Control Plan.
- M. Public outreach meetings and coordination with local businesses.
- N. Funding coordination, administration, drawdowns, closeout, etc.
- O. Geotechnical field and laboratory testing. Field and laboratory testing are the responsibility of the Contractor.
- P. Change Order services. Change Order services will be provided at the current hourly rates but are not included in the budget for this Amendment to Task Order No. 11.
- Q. Field or laboratory material testing (i.e. subgrade, aggregates, concrete, etc.) in support of project design.
- R. Quality assurance coordination with third parties. If requested, services can be provided at the current hourly rates.
- S. Additional construction observation time due to extreme weather.
- T. 11-month warranty walk through activities. These services will be provided as Miscellaneous Services at our current hourly rate schedule.



The Engineer's Project Manager assigned to this Amendment 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. Project man-hour estimate

ARTICLE 3. SCHEDULE

This Task Order Amendment, budget and schedule is valid for 30 days, or until February 4th 2022, whichever is later.

The ENGINEER shall begin work immediately upon receipt of a signed copy of this Amendment to Task Order No. 11. The schedule of the Work shall be dictated by the construction schedule of the Project.

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 \$44,800.00. This Task Order budget may be modified by the OWNER as needed or as additional services arise. An additional services budget of \$5,000.00 is an allowance agreed upon by the OWNER and ENGINEER set forth to allow the OWNER's designated representative to request additional items that may come up during the term of this contract that may be time sensitive. Additional services will be provided only at the written request of OWNER's designated representative (Brandy Dangerfield – LPSD President).

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 Task Order 11-1 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



PROJECT: Old Hardin Road Sidewalk Phase II CA/CO
 PROJ. No.: Y14-00-126.11 Amendment 1
 PREPARED BY: EML/BAB

DATE: 5-Jan-22
 Printed: 1/5/2022 15:49

Activity	Tasks	Total Hours	ENG III	ENG V	SURV IV	TECH II	TECH IV	ADMIN I	Travel Vhcl	Survey Vhcl	Mileage \$	Per diem	Photos, Copies & Supplies	Miscellaneous	Subconsultant A	Subconsultant B
100																
	101 Conduct Pre-Construction Meeting	8	4				4									
	102 Construction Observation and Administration (12hrs/wk)	96	48			48			420		\$ 243.60					
	103 Pre-Final Walk-Through	8	4			4										
	104 Final Walk-Through	8	4			4										
	105 Record Drawings and Project Closeout	24	4			20										
	106 Review Contractor Submittals	16	12			4										
	107 Construction Staking (Survey)	45	1			24				320	\$ 217.60					
	108 Review Contractor Payment Applications	10	8			2										
	SUBTOTAL HOURS	215	85			20	110		420	320	\$ 461.20					
200																
	201 Finalize and Post Bid Drawings and Specs/Construction Documents	60	24			16										
	202 Prepare Invitation to Bid	12	4			4										
	203 Conduct Pre-Bid Conference	8	4			4										
	204 Bid Opening and Tabulation	12	4			4										
	205 Prepare Construction Contracts	12	4			4										
	SUBTOTAL HOURS	104	40	8	16	24	104	16	420	320	\$ 461.20					
	TOTAL HOURS	319	125	8	36	134	16									

Item	Rate	Amount
Travel Vhcl	\$ 0.58	\$ 243.60
Survey Vhcl	\$ 0.68	\$ 217.60
Per diem		\$ -
Photos, Copies & Supplies		\$ -
Miscellaneous		\$ -
Subconsultant A		\$ -
Subconsultant B		\$ -
TOTAL EXPENSES		\$461

RECAPITULATION	
IE Labor	\$44,345
IE Expense Consultants	\$461
Mark Up on Consultants	10%
TOTAL FEE	\$44,806