



## Commission Memorandum

**REPORT TO:** Honorable Mayor and City Commission

**FROM:** Bob Murray, Project Engineer  
Rick Hixson, City Engineer

**SUBJECT:** Capital Improvement Projects Field Survey - Amendment No. 6

**MEETING DATE:** January 9<sup>th</sup>, 2017

**AGENDA ITEM TYPE:** Consent

**RECOMMENDATION:** Approve and authorize City Manager to sign Amendment No 6 to the Professional Services Agreement.

**BACKGROUND:** Attached is a copy of the partially executed Amendment No. 6 with Morrison Maierle, Inc. for the Capital Improvement Projects Field Survey.

City Engineering designed the parking lot improvements for the City Shops complex. The improvements were completed this summer. In order to complete the project, construction staking needed to be provided for the contractor. The staff member managing the project did not realize that adding that work would exceed the previously approved project ceiling and an amendment needed to be processed. This amendment is being processed to provide that authorization retroactively.

**UNRESOLVED ISSUES:** None

**ALTERNATIVES:** As suggested by the City Commission

**FISCAL EFFECTS:** This amendment will increase the fee by \$6,306.92 from \$201,505.80 to \$207,812.72.

**Attachments:** *Amendment No. 6*

**Report compiled on:** 12/23/16

AMENDMENT NO. 6 TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
CAPITAL IMPROVEMENT PROJECTS FIELD SURVEY

MMI. No. 0417.075

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 20\_\_\_\_, between **THE CITY OF BOZEMAN, a Municipal Corporation, P.O. Box 1230, Bozeman, Montana, 59771-1230 (OWNER)** and **Morrison-Maierle, Inc., P.O. Box 1113, Bozeman, Montana, 59771-1113 (ENGINEER)**.

WHEREAS the parties previously entered into a Professional Services Agreement dated October 13, 2014, herein referred to as the Original Agreement, for professional engineering services for the Capital Improvement Projects Field Survey Project; and

WHEREAS, the scope of the Original Agreement included preliminary design services only; and

WHEREAS, the scope of Amendment No.1, No.2, No.3, No. 4 and No.5 to the Original Agreement included additional preliminary design services; and

WHEREAS, the parties desire to amend provisions of the Original Agreement to include construction phase services for the project.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, the parties agree as follows:

The Scope of Services for this Amendment (known as Task 1000) include construction layout and staking at the City Shop Complex for a re-paving project. ENGINEER to provide 25 foot grid stakes with cut/fill to sub-grade after the existing asphalt has been milled. ENGINEER to provide 25 foot grid stakes at break lines, high/low points and other features with cut/fill to finished grade once the base course has been roughed in. The fee for this work is \$6,306.92.

**ARTICLE 4 - BASIC ENGINEERING SERVICES**

Section 4.5 – **CONSTRUCTION PHASE** is included as part of this amendment and is modified as follows:

The responsibilities of the ENGINEER during the Construction Phase are summarized as follows:

4.5.1. General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER'S representative. The extent and limitations of the authority, duties, and responsibilities of the ENGINEER on the construction job site as assigned here-in shall not be modified except as the ENGINEER may otherwise agree in writing.

4.5.1.1 Provide personnel, equipment and supplies for construction layout and control, including establishment of line, grade, and blue top control staking.

**ARTICLE 6 - COMPENSATION FOR ENGINEERING SERVICE**

Article 6.1 of the original agreement is modified as follows:

6.1 LUMP SUM AGREEMENT FOR BASIC SERVICES AND EXPENSES OF ENGINEER

6.1.1 Payment. The OWNER shall for design phase services performed as Basic Engineering Services under sections 4.1 through 4.3 and section 4.5 of this agreement pay a total sum in the amount of \$207,812.72 for such services.

6.1.2 Payment Schedule. Total cumulative payments for the design phase engineering services (sections 4.1 through 4.3 and section 4.5) shall not exceed the following ceilings:

\$11,061.40 (5 % of design fee) until the Task 100 has been completed and submitted to the OWNER and review authorities.

\$207,812.72 (100 % of design fee) until the Tasks 100, 200, 300A, 400A, 500, 600, 700, 800, 900 and 1000 have been completed and submitted to the OWNER and review authorities.

Except as specifically amended herein, the Original Agreement shall remain in full force and effect and the parties shall be bound by all terms and conditions therein.

In witness whereof, the Parties hereto do make and execute this Agreement.

**CITY OF BOZEMAN, MONTANA**

**MORRISON-MAIERLE, INC.**

BY: \_\_\_\_\_  
(City Manager)

BY:  \_\_\_\_\_  
(Vice-President)

DATE: \_\_\_\_\_

DATE: 15 Dec 2016

ATTEST:

BY: \_\_\_\_\_  
(City Clerk)