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AMENDMENT NO. 2
TO
PROFESSIONAL ENGINEERING
SERVICES

W.O. 12-16, INTEGRATED WATER PLAN IMPLEMENTATION

THIS AGREEMENT, made and entered into on _____, 2013, by and between the following:

CITY OF BILLINGS, a Municipal Corporation,
Billings, Montana 59103,
Hereinafter designated the City

and

Morrison-Maierle, Inc.
315 N. 25th Street, Suite 102
Billings, Montana 59101
Hereinafter designated the Contractor

WITNESSETH:

WHEREAS, the City and Contractor have entered into a contract dated June 25, 2012, for Contractor to provide engineering services to the City for Work Order 12-16 Integrated Water Plan Implementation, and;

WHEREAS, the City has need for additional engineering services, and;

WHEREAS, the City has authority to contract for consulting engineering services, and;

WHEREAS, the Contractor represents that he is qualified to perform such services, is in compliance with Montana Statutes relating to the registration of professional engineers and is willing to furnish such services to the City;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

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Appendix A, Section 3 is amended as follows:

Add the following "Task 17 – Additional Water Master Planning Effort Scope of Work" included herein.

TASK 17 – ADDITIONAL WATER MASTER PLANNING EFFORT

Coordinate with City of Billings staff to explore and develop specific alternatives to the City of Billings water system. City direction shall be received prior to commencing any work on this task. This task shall be billed at an hourly rate in the original Contract for any work performed on this task up to a maximum of \$80,000.00. No work will be performed beyond this \$80,000.00 budget without further Contract amendment. Work will be undertaken at City direction, but is anticipated to include, but not be limited to, additional modeling, planning level cost estimates, documenting work performed in a report, technical analysis of alternatives, and recommendations for and development of a 10-year CIP.

Appendix B, Section 1, Paragraph A is amended to include the following:

Delete the existing fee table and replace with the following table of fees.

Task 1	Current Model and Information Review	\$	12,356.00
Task 2	Update Existing Model Properties	\$	25,728.00
Task 2A	Pump Station and Ground Elevation Verification	\$	9,159.00
Task 3	Review Connection Points	\$	31,050.00
Task 4	Review Existing Pressure Zone Boundaries	\$	6,330.00
Task 5	Allocate Demands	\$	12,842.00
Task 6	Calibrate Model	\$	7,018.00
Task 7	Develop Future Demands	\$	5,298.00
Task 8	Review/Develop Pressure Zone Criteria	\$	5,287.00
Task 9	Review Existing Pressure zones	\$	4,820.00
Task 10	Review Existing Pumping and Storage Infrastructure	\$	12,928.00
Task 11	Evaluate Potential New Pressure Zones	\$	18,894.00
Task 12	Determine Required Pressure Infrastructure for Pressure Zone Alternative	\$	16,790.00
Task 13	Conceptual West End Treatment Plant Hydraulic Evaluation	\$	10,995.00
Task 14	Develop Conceptual West End Treatment Plant Size and Location	\$	19,520.00
Task 15	Draft and Final Reports	\$	34,071.00
Task 16	Quality Assurance	\$	6,800.00
Task 17	Additional Water Master Planning Effort	\$	80,000.00
Total Professional Engineering Services			\$ 319,886.00

The total addition to the Contract by this Amendment is \$80,000.00.

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Part 1 Special Provisions, Section 3, Paragraph C is deleted. The following language replaces and supercedes this clause in the Original Contract and Amendment No. 1:

“This Contract shall terminate at midnight on March 31, 2014.”

All other terms and conditions of the contract to which this amendment applies shall remain in full effect.

CONSULTANT

NAME: Morrison Maierle, Inc.

BY: _____

TITLE: Vice President

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____

City Council or Designee

DATE: _____