

**AMENDMENT NO. 1**

*DRAFT*

**TO**

**CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

**CITY OF BILLINGS W.O. 12-14  
INTEGRATED WATER PLAN IMPLEMENTATION  
Wastewater Collection System Study**

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

DOWL HKM  
222 North 32<sup>nd</sup> Street, Suite 700  
Billings, Montana 59101  
Hereinafter designated the Consultant

WITNESSETH:

WHEREAS, the City and Consultant have entered into a contract dated April 23, 2012 for Consultant to provide engineering services to the City for Work Order 12-14, Integrated Water Plan Implementation, Wastewater Collection System Study, 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 Consultant 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 600 – Additional Wastewater Master Planning" with the scope of work included herein.

**Task 600 – Additional Wastewater Master Planning**

Coordinate with City of Billings staff to assess existing wastewater collection system components and explore and develop specific future alternatives. City direction shall be received prior to commencing any work on this task. This task shall be billed at the hourly rate in the original Contract for any work performed up to a maximum of \$50,000.00. No work shall be performed beyond this \$50,000.00 budget without further Contract amendment. Work will be undertaken at City direction, and is anticipated to include, but not limited to:

- reviewing and coordinating with the findings of other Integrated Water Plan Implementation planning documents, such as the Wastewater Treatment Facility Plan and the Reuse and Reclamation Study,
- assessing and summarizing the physical condition and hydraulic characteristics of existing system components,
- conducting additional modeling,
- conducting technical analysis of alternatives,
- producing planning level cost estimates of alternatives,
- report writing, and
- developing and recommending a 10-year CIP.

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

For services rendered under Appendix A of this Agreement, the Engineer shall be paid based on actual time accrued, by not to exceed \$252,130.00 (Two Hundred Fifty Two Thousand One Hundred Thirty and No/100 Dollars) based on the following tasks:

100	Information Gathering	\$15,330.00
200	Flow Monitoring and Infiltration/Inflow Analysis	\$98,500.00
300	Sanitary Sewer Model	\$57,900.00
400	Satellite Treatment Options	\$12,000.00
500	Final Report	\$18,400.00
600	Additional Wastewater Master Planning	\$50,000.00

The total addition to the Contract by this Amendment is \$50,000.00

Part 1 Special Provisions, Section 3.C. is deleted. The following language replaces and supercedes this clause in the Original Contract:

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

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

CONSULTANT – DOWL HKM

NAME: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

CITY OF BILLINGS, MONTANA

BY: \_\_\_\_\_

City Council or Designee

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