

AMENDMENT NO. 1
TO
PROFESSIONAL ENGINEERING
SERVICES
W.O. 22-10: ALKALI CREEK WATER AND SEWER EXTENSION

THIS AGREEMENT, made and entered into on _____, 2022, 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 Engineer

WITNESSETH:

WHEREAS, the City and Engineer have entered into a contract dated October 22, 2021 for Engineer to provide engineering services to the City for Work Order 22-10: Alkali Creek Water and Sewer Extension, 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 Engineer 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:

Appendix A, Section 3 is amended as follows:

Revise the following phases to include.

TASK 000 – PROJECT MANAGEMENT

Additional project management time through construction administration services.

TASK 030 – SURVEY

Construction phase survey services will consist of the following:

- Provide personnel, equipment, and supplies for construction layout and control.
- Construction layout shall include layout, measurements, lines, locations, and grades necessary for construction of the water and sewer main replacements and associated appurtenances. Staking shall include centerline locations and offsets for the principal components of the work (valves, hydrants, horizontal fittings, and manholes) and intermediate points at approximately 100 feet between principal components for the water and sewer mains.
- Survey shall reference and preserve all existing survey monuments and benchmarks. All monuments required within the project shall be punched and elevations shown on as-built drawings.

TASK 039 – GEOTECHNICAL EVALUATION

Construction phase quality assurance density tests, proctors, asphalt, and concrete testing are included in the construction materials testing scope up to \$25,000. Since actual geotechnical testing fees may vary based on the Contractor's means and methods, the Engineer shall notify the City immediately if we believe the budget is going to be exceeded. Contractor is responsible for QC.

TASK 050 – CONSTRUCTION ADMINISTRATION

Construction administration will include the following tasks:

- Prepare four (4) copies of construction contract documents and distribute to Contractor and City.
- Schedule and hold a pre-construction conference prior to commencement of work at the site. Issue meeting minutes to Contractor and City.
- Take preconstruction photos of proposed work areas.
- Coordinate appropriate quality assurance testing of materials intended for incorporation into the project and require documentation of testing results.
- Provide observation of construction to confirm that the Contractor's work is in general conformance with the drawings, specifications, and other applicable documents, codes, or standards. Review of work shall be made on a full-time basis while any major item of work is in progress. Major items of work shall include, but not be limited to, water and sewer main

installation; excavation; backfill; subgrade preparation; gravel base course preparation; asphalt restoration; and concrete pouring and finishing. Each daily review shall be documented in permanent reproducible form and kept in consecutive order with the project file. Copies of the daily review reports shall be furnished to Billings as requested during construction. Engineer will notify the City immediately of contract problems or observed deviation from approved plans.

- Coordinate and administer weekly progress meetings for a 150-calendar day project (22 weeks). The design engineer will attend all construction meetings. The project manager will attend only up to six (6) project meetings. If construction issues arise that require project manager involvement beyond six (6) meetings, an amendment may be requested.
- The scope assumes the project manager may need to spend up to 14 hours on site visits related to construction issues. If construction issues arise that require project manager involvement beyond 14 hours, an amendment may be requested.
- Prepare biweekly construction update email and project map showing work areas to include on the City's website.
- This project is planned based on a construction contract time of 35 calendar days for Schedule 1 and 150-calendar days for Schedule 2 in sequence.
 - Schedule 1 of this Project is planned for one (1) part time RPR at 20 hours for the 35 calendar days of work allowed outside of Schedule 2 (average 4 hours per week).
 - Schedule 2 of this Project is planned for one (1) full time RPR at ten (10) hours per working day for 150 calendar days.
 - Additional time for RPR includes 20 hours of preparation, pre-con meeting, and contract review, and 40 hours for punch list items for a total of 1,080 hours.
- Interpret geotechnical test results and recommendations and coordinate with field observations.
- The Engineer shall record the location and depth, where available, of all underground utilities.
- Engineer shall ascertain that the Contractor has all needed permits to accomplish the work during construction.
- Check shop drawings, samples, equipment, traffic control plans, valve operation requests, asphaltic concrete mix design, concrete mix design, aggregate, and other data submitted by the Contractor for compliance with drawings and specifications.
- Evaluate and respond to Requests for Information (RFI) from Contractor.
- Prepare monthly pay estimates and final pay estimates for construction and prepare contract administration forms monthly. These will be submitted in the City's approved format.
- Engineer shall provide City with geotechnical testing reports after construction.
- Issue notice to the Contractor to suspend work in whole or part when, in the opinion of the Engineer, and when directed by the Owner, work is not being, or cannot be performed in accordance with the contract documents and specifications.

- Contact the City for any proposed plan or specification changes when required due to initial design and engineering deficiencies to complete the project in its original concept. Plan and specification changes shall be prepared by the design engineer and implemented via Change Order.
- Prepare and recommend Field Orders and Change Orders when necessary due to conditions encountered during construction. Work resulting in contract overage will be processed by approved Change Orders using the City's standard format.

TASK 060 – CLOSEOUT

Closeout services will be provided as follows:

- Following receipt of red-lined drawings from the Contractor and any review comments from the City and our RPR and other staff, make necessary changes and furnish the City with record drawings as indicated in Section 2D of Part I of this contract. Record drawings shall include, but not be limited to:
 - Locations of manholes, water services, bends, fittings, valves and hydrants as surveyed with a GPS unit by the RPR.
 - All above elevations shall be referenced to a permanent benchmark elevation that is clearly shown on the plans.
 - Record drawings are due within 60 days of Contractor's final payment and before final payment to the Engineer.
- Schedule and make final inspection with the City and certify to the City all construction items were constructed in general conformance with the plans and specifications and are acceptable to the Engineer.
- Issue Certificate of Substantial Completion.
- Schedule and inspect with the City prior to the expiration of construction warranty period and provide a certification of final acceptance. If any problems are found, send a list of deficiencies to the City and Contractor and continue until acceptable.

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

Add the following to the existing fee table.

Phase 000	Project Management	\$	11,950.00
Phase 030	Survey	\$	15,700.00
Phase 039	Geotechnical	\$	29,300.00
Phase 050	Construction Administration	\$	229,575.00
Phase 060	Closeout	\$	13,450.00

The total addition to the Contract by this Amendment is \$299,975.00.

Revised Total **\$ 476,675.00**

The allocation of fees within the above tasks is for administrative purposes only and not to be considered ceiling amounts for each task. The fees for each task can be shifted between tasks but the project total will not be changed unless by contract amendment. The Engineer shall be paid based upon actual time accrued, but not to exceed the total contract amount.

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

CONSULTANT

NAME: _____

BY: _____

TITLE: _____

DATE: _____

CITY OF BILLINGS, MONTANA

BY: _____
City Council or Designee

DATE: _____

ATTEST:

City Clerk

DATE: _____