

**AMENDMENT NO. 13
TO
AGREEMENT FOR ENGINEERING SERVICES for
TERMINAL EXPANSION PROJECT
CITY OF BILLINGS AVIATION AND TRANSIT DEPARTMENT**

DATED August 14, 2017

This AMENDMENT, made and entered into on _____ by and between the following:

City of Billings, Montana, a Municipal Corporation, PO Box 1178
Billings, Montana 59103, hereinafter designated as the OWNER

and

Morrison-Maierle, Inc., 315 N. 25th Street, Suite 102, Billings, Montana 59101,
a private Montana Corporation, hereinafter designated as the ENGINEER

WITNESSETH:

WHEREAS, the OWNER and the ENGINEER have entered into an Agreement for Professional Airport Engineering service contract dated August 14, 2017, and;

WHEREAS, the OWNER has a need for additional engineering services, and;

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

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the parties hereto agree to amend the August 14, 2017 Agreement, corresponding amendments to this Agreement, and all related exhibits as follows:

ARTICLE I – SCOPE OF SERVICES

The following items of work listed below are added and amended by the Amendment 13 (Thirteen) for Phases 3-5 Construction Administration for the Terminal Expansion Project.

Complete Construction Management, civil/terminal inspection and Project Closeout Services for Phases 3-5 associated with the New Passenger Terminal Building. Morrison-Maierle services are project management, site/civil, structural, electrical, mechanical, fire protection, and telecommunication shop drawings, RFI, project management, site visits. Under this Amendment is special testing: geotechnical, rebar inspection, and welding inspection (Rimrock Engineering and K4 Inspections). There are no architectural services (A&E) included under this amendment. All architectural services will be provided under Amendment 6.

Construction Management Services: Provide services for on-site construction observation for the project. On-site observation will be part-time observation covered by the Resident Project Representative (RPR) throughout construction. In addition, site visits by the Structural Engineer will occur. Morrison-Maierle will also perform all construction staking and project layout for the Contractor.

Project Closeout Services: Provide assistance in closing out the project and grant with the FAA, compile testing results, lien releases, affidavits of amounts paid to DBE, review record drawings of the completed project and provide a final report to the OWNER and the FAA. An ALP update

will not be required with this project.

Project Schedule: The project consists of the remaining construction schedule. Phases 3-5 will begin in June 2022 and will last 18-24 months. This schedule of work will last for 730-calendar and will be complete by May 2024.

SECTION 1 – ENGINEER’S RESPONSIBILITY: Applicable paragraphs of Section 1 of the Master Agreement for Engineering Services are hereby incorporated for the following services:

A. Project and Grant Management Services

1. Develop project scope and fee for Amendment.
2. Prepare an Application for Federal Assistance and submit to Helena ADO.
3. Prepare and coordinate Sponsor Certification for submittal to the Helena ADO.
4. Process Contractor pay requests.
5. Prepare and submit FAA Request for Reimbursement, Summary of Project Costs.
6. Review Contractor and Subcontractor weekly payrolls against published Wage Rates included in the construction contract documents.
7. Prepare weekly FAA construction reports.
8. Maintain project coordination with the Owner, FAA and Contractor throughout the life of the project. Ensure milestones and deliverables are meeting expectations and the predetermined project schedule.

B. Construction Management Services

1. Review shop drawings (concrete, base course, any products that would have changed over the last 2 years), samples, certifications, and other submittals of the Contractor for general conformance to the design concept of the Project and for general compliance with the construction contract documents. Finalize Buy American on all submittals of the Contractor for general conformance to the guidelines set forth by the FAA. Such reviews and approvals will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
2. Respond to various Requests For Information (RFI) and evaluate/respond to Potential Change Orders (PCO) for the OWNER's approval. Incidental in this reference would assume no additional design or construction management services. ***Change Orders involving additional design and construction management services shall be considered Additional Services.***
3. Provide the services of a Resident Project Representative (RPR) at the site to provide part-time observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Master Agreement. The furnishing of such RPR services will not extend ENGINEER's responsibilities or authority beyond the specified limits set forth in the Master Agreement. Estimated construction period is ***730-calendar days***. Should final bidding documents allow additional time for construction; ENGINEER will be entitled to additional compensation.

Make visits to the site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe the progress and quality of the work. Such visits and observations by ENGINEER and RPR are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspection of Contractor's work in progress, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the construction contract documents, and ENGINEER shall keep OWNER informed of the progress of the work.

The purpose of ENGINEER's visits to, and observation by the Resident Project Representative will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the construction phase, and, in addition, to provide for OWNER

a greater degree of confidence that the completed Work will conform in general to the Contract Documents. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure by Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the WORK. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the construction contract documents.

4. Subcontractors shall provide special inspections or tests of Contractor's work as required by code, and receive and review all certificates of inspection, tests, and approvals. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the construction contract documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the construction contract documents. ENGINEER shall be entitled to rely on the results of such tests. Monitor Contractor operations during construction for general adherence to the construction operations plan. In the event construction activities are not in conformance with the provisions of the construction operations plan, the Contractor and OWNER will be notified verbally and in writing. Failure of the Contractor to take corrective action, a Stop Work Order issued to the Contractor until such time as the Contractor takes corrective action. The Stop Work Order will be issued at the direction of the OWNER, through the ENGINEER.
7. Make recommendations to the OWNER on all claims relating to the execution and progress of the construction work.
8. Notify the OWNER of permanent work that does not conform to the result required in the construction contract documents, prepare a written report describing any apparent non-conforming permanent work, make recommendations to the OWNER for its correction, and, at the request of the OWNER, have these recommendations implemented by the Contractor.
Provide a combination of one-person and two-person survey crew to assist in the layout and construction staking of the project. All layout will also require minimal time from CAD staff to generate stake out points, along with oversight from the Survey Manager.
11. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER, the FAA, and Contractor, conduct a semi-final inspection to determine if the Work is substantially complete. If, after considering any objections of OWNER, and the FAA, the ENGINEER considers the Work substantially complete, the ENGINEER shall then deliver a Certificate of Substantial Completion to OWNER and Contractor.
12. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of the ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Task Order.

C. Project Closeout Services

1. Upon completion of construction, the ENGINEER shall prepare a Final Project Report covering all items included under this Amendment, in accordance with appropriate ADO Notices in affect at the time of the project. The ENGINEER shall furnish one (1) copy of the Final Project Report to the OWNER and to the FAA. The ENGINEER will not produce a set of record drawings at this time. ENGINEER will delay this until the overall terminal project is complete.
2. The construction specifications require the Contractor to perform all tests of materials and to submit a set of marked up as-constructed plans. The Contractor will be responsible for retaining the services of a certified materials testing firm to perform quality control and acceptance testing in accordance with the project specifications. The ENGINEER will utilize the above Contractor-furnished testing data to prepare the Final Project Report.
3. Receive bonds, product certificates, certificates of inspection, tests, and approvals, shop drawings, samples and other data required by the construction Contract documents and the annotated record

documents which are to be assembled by Contractor in accordance with the construction Contract documents to obtain final payment.

ARTICLE II - ENGINEERING FEES

Engineering fees for providing the scope of work are based on the methods described in Article II of the original agreement.

The items discussed above are finalized items of work that the Owner and AIP will fund.

Phase I –Design Phase.

Not included in this amendment.

Phase II - Construction Phase.

The services identified for Phase II of Amendment 13 (Thirteen) will be accomplished at a cost plus fixed fee with a ceiling price not to exceed **\$1,041,038** as per Method B - Fee Determination. See Table 2A for engineering budget.

CONSULTANTS: Subconsultant services are included in this amendment. The below subconsultant services were negotiated under this amendment and are under the direction of Morrison-Maierle. Those subconsultants include:

- A. Geotechnical Testing (City and FAA Requirement) – Rimrock Engineering
- B. Rebar Inspections (City Requirement) – Rimrock Engineering
- C. Welding Inspections (City Requirement) – K4 Inspections

**COST SUMMARY OF
Amendment 13**

Description		Labor & Expenses	Fixed Fee	Total Phase I	Total Phase II
Terminal Expansion - Phase 3-5CA					
Phase I - Design	TABLE 1A	\$0	\$0	\$0	
Phase II - CA	TABLE 2A	\$915,686	\$125,352		\$1,041,038
Subtotal		\$915,686	\$125,352	\$0	\$1,041,038
Total This Amendment					\$1,041,038

TABLE 2A

**Amendment 13
Engineering Services
Phase II - Construction Administration Phase 3-5**

	Total Man-hours	Labor Rate	Total
MU Labor Professional Services	6,261	\$129.99	\$813,853
 Direct Expenses			
Vehicle (Company)		\$14,533	
Vehicle (Rental)		\$0	
Air Travel (Commercial)		\$0	
Air Travel (Charter)		\$0	
Meals		\$300	
Lodging		\$450	
Survey Supplies		\$1,000	
Survey Equipment		\$3,600	
Printing		\$450	
Full Size ALP Printing + Postage		\$1,500	
Total Expenses		\$21,833	
Professional Charges		\$80,000	
Total MU Labor			\$813,853
Total Direct Expenses			\$21,833
Total Fixed Fee			\$125,352
Total MU Labor & Expenses & Fixed Fee			<u>\$961,038</u>
Professional Expenses			\$80,000
Total Cost Plus Fixed Fee for Construction Phase			\$1,041,038

IN WITNESS WHEREOF, the parties hereto have made and executed the Amendment No. 13 on

_____.

CONSULTANT

Morrison-Maierle, Inc.

BY: *Gill A. Cook*

DATE: 6/9/2022

OWNER

City of Billings

BY: _____
William A. Cole, Mayor

DATE: _____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

Summary of Agreements for the Terminal Expansion Project				
Description		Labor & Expenses	Fixed Fee	Total
Amendment No. 1 Terminal Expansion - Preliminary Design SME/Civil				
PHASE I - DESIGN	TABLE 1a	\$619,326	\$0	\$619,326
PHASE II - CONSTRUCTION	TABLE 2a	\$0	\$0	\$0
TOTAL Amendment No. 1		\$619,326	\$0	\$619,326
Amendment No. 2 Terminal Expansion - Preliminary Design Architectural				
PHASE I - DESIGN	TABLE 1a	\$611,127	\$0	\$611,127
PHASE II - CONSTRUCTION	TABLE 2a	\$0	\$0	\$0
TOTAL Amendment No. 2		\$611,127	\$0	\$611,127
Amendment No. 3 Terminal Expansion Design - Engineering and Architectural Design				
PHASE I - DESIGN	TABLE 1a	\$4,295,590	\$0	\$4,295,590
PHASE II - CONSTRUCTION	TABLE 2a	\$0	\$0	\$0
TOTAL Amendment No. 3		\$4,295,590	\$0	\$4,295,590
Amendment No. 4 Terminal Expansion Phase 1 Construction - CA				
PHASE I - DESIGN	TABLE 1a	\$0	\$0	\$0
PHASE II - CONSTRUCTION	TABLE 2a	\$200,334	\$23,211	\$223,545
TOTAL Amendment No. 4		\$200,334	\$23,211	\$223,545
Amendment No. 5 Terminal Expansion - Security Design, RFP, and CA				
PHASE I - DESIGN	TABLE 1a	\$70,000	\$0	\$70,000
PHASE II - CONSTRUCTION	TABLE 2a	\$21,739	\$3,261	\$25,000
TOTAL Amendment No. 5		\$91,739	\$3,261	\$95,000
Amendment No. 6 Terminal Expansion - Phase 2 Construction - CA				
PHASE I - DESIGN	TABLE 1a	\$0	\$0	\$0
PHASE II - CONSTRUCTION	TABLE 2a	\$1,584,023	\$123,713	\$1,707,736
TOTAL Amendment No. 6		\$1,584,023	\$123,713	\$1,707,736
Amendment No. 7 Passenger Boarding Bridges (8 Bridges) Design, RFP and Bidding				
PHASE I - DESIGN	TABLE 1a	\$31,760	\$0	\$31,760
PHASE II - CONSTRUCTION	TABLE 2a	\$0	\$0	\$0
TOTAL Amendment No. 7		\$31,760	\$0	\$31,760
Amendment No. 8 Passenger Boarding Bridges (8 Bridges) CA and Observation				
PHASE I - DESIGN	TABLE 1a	\$0	\$0	\$0
PHASE II - CONSTRUCTION	TABLE 2a	\$19,261	\$2,889	\$22,150
TOTAL Amendment No. 8		\$19,261	\$2,889	\$22,150

Summary of Agreements for the Terminal Expansion Project				
Description		Labor & Expenses	Fixed Fee	Total
Amendment No. 9	Kitchen Schematic Design			
PHASE I - DESIGN	TABLE 1a	\$18,775	\$0	\$18,775
PHASE II - CONSTRUCTION	TABLE 2a	\$0	\$0	\$0
TOTAL Amendment No. 9		\$18,775	\$0	\$18,775
Amendment No. 10	TSA Relocation RFP & CA			
PHASE I - DESIGN	TABLE 1a	\$11,596	\$0	\$11,596
PHASE II - CONSTRUCTION	TABLE 2a	\$4,435	\$665	\$5,100
TOTAL Amendment No. 10		\$16,031	\$665	\$16,696
Amendment No. 11	Terminal Hold room Furniture RFP			
PHASE I - DESIGN	TABLE 1a	\$10,956	\$0	\$10,956
PHASE II - CONSTRUCTION	TABLE 2a	\$0	\$0	\$0
TOTAL Amendment No. 11		\$10,956	\$0	\$10,956
Amendment No. 12	Wi-Fi RFP			
PHASE I - DESIGN	TABLE 1a	\$18,824	\$0	\$18,824
PHASE II - CONSTRUCTION	TABLE 2a	\$0	\$0	\$0
TOTAL Amendment No. 12		\$18,824	\$0	\$18,824
Amendment No. 13	Terminal Expansion - Phase 3-5 Construction - CA			
PHASE I - DESIGN	TABLE 1a	\$0	\$0	\$0
PHASE II - CONSTRUCTION	TABLE 2a	\$915,686	\$125,352	\$1,041,038
TOTAL Amendment No. 13		\$915,686	\$125,352	\$1,041,038